

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES	
2. CONTRACT NUMBER			3. SOLICITATION NUMBER PR-HQ-00-10658		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED July 21, 2000	
6. REQUISITION/PURCHASE NUMBER PR-HQ-00-10658								
7. ISSUED BY Carried/Courier Address)			CODE (Hand		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC, DC 20004					Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"								
SOLICITATION								
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until <u>03:00 PM</u> local time <u>08/22/2000</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:			A. NAME BARBARA H. STEARRETT			B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		NUMBER 564-4496
						EXT.		C. E-MAIL ADDRESS stearrett.barbara@epa.gov
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (160 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS
		%		%		%		%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE			18. OFFER DATE	
AREA CODE	NUMBER							
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than item 7)			CODE		25. PAYMENT WILL BE MADE BY CODE:			
					Environmental Protection Agency Research Triangle Park Financial Management Center (MD-32) Research Triangle Park, NC 27711			
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA			28. AWARD DATE
(Signature of Contracting Officer)								

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

(a) During the base period specified in the "Ordering" clause, the Government shall place orders totaling a minimum amount of \$250,000. The maximum level-of-effort the contractor shall be required to provide during the contract period is 342,000 direct labor hours, at a total estimated cost of \$_____ (to be determined at time of award) plus fixed fee \$_____ (to be determined at time of award) for a total estimated cost-plus-fixed-fee of \$_____ (to be determined at time of award).

(b) Direct labor includes personnel such as Program Manager, Chemist, Data Reviewer and not support personnel such as company management, typists, and key punch operators even if such support personnel are treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours and are considered workable hours and do not include release time such as holidays and vacation.

(c) For task orders issued on a completion basis, hours applied toward the maximum level-of-effort will be those hours agreed to as a result of negotiations.

NOTE: The maximum cost-plus-fixed-fee will be equal to the amount proposed by the successful offeror.

B.2 TYPE OF CONTRACT/TASK ORDER

This is an indefinite delivery/indefinite quantity task order contract. Work will be ordered by the issuance of task orders.

Task orders may be issued on a firm-fixed-price basis or cost-plus-fixed-fee basis.

Individual task orders will be issued on a completion form basis whenever possible. The completion form is one which describes the scope of work to be done as a clearly defined task or job with a definite goal or target expressed and with a specific end-product required. This form of order requires the contractor to complete and deliver the specified end-product as a condition for payment of the entire fixed fee established for the order and within the estimated cost if possible; however, in the event the order cannot be

completed within the estimated cost, the Government can elect to require more work and effort from the contractor without increase in fee provided it increases the estimated cost of the order.

If a completion form task order is not appropriate, a term form task order may be issued. The term form is one which describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon contractor certification that the level of effort specified in the task order has been expended in performing the task order work. Renewal for further periods of performance is a new acquisition that involves new cost and fee arrangements.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to

outside parties.

15. Conducting administrative hearings.

16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK - CONTRACT WHERE WORK IS ORDERED BY TASK ORDER

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Statement of Work/Specifications included in Attachment 1 as directed by task orders awarded by the Contracting Officer.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, "_____ " dated _____, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (FEB 1998)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data

communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89-306).

(b) *General*. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document is only available through electronic access.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access.

(1) Internet. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System, as well as the two other EPA documents noted in this clause, is maintained on the EPA Public Access Server on the Internet. Gopher Access: gopher.epa.gov is the address to access the EPA Gopher. Select 'menu keyword search' from the menu and search on the term 'IRM Policy'. Look for IRM Policy, Standards and Guidance. World Wide Web Access: <http://www.epa.gov> is the address for the EPA's www homepage. From the homepage, search on the term 'IRM Policy' and look for IRM Policy, Standards and Guidance.

(2) Dial-Up Modem. All documents, including the listing, are available for browsing and electronic download through a dial-up modem. Dial (919) 558-0335 for access to the menu that contains the listing for EPA policies. Set the communication parameters to 8 data bits, no parity, 1 stop bit (8,N,1) Full Duplex, and the emulator to VT-100. The information is the same whether accessed through dial-up or the Internet. For technical assistance, call 1-800-334-2405.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling

Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. Environmental Protection Agency
980 College Station Road
Athens, GA 30605

E.3 CLAUSE APPLICABILITY

The following clause is applicable to fixed priced task orders issued under this contract:

FAR 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE

The following clause is applicable to cost reimbursable task orders issued under this contract:

FAR 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 2.

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from date of award through five (5) years exclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)

(a) The Government will order any supplies and services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Duly warranted Contracting Officers of EPA Region 4 or Superfund Division, Washington DC, acting within their authority.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within three (3) working days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within three (3) working days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 CLAUSE APPLICABILITY

The following clauses are applicable to cost-reimbursement type task orders only:

SUBMISSION OF INVOICES (EPAAR 1552.232-70 Dev.)
PAYMENT OF FEE UNDER COST-PLUS-FIXED-FEE TASK ORDERS
INDIRECT COSTS (EPAAR 1552.242-70 Dev.)

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d)(1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d)(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 PAYMENT OF FEE UNDER COST-PLUS-FIXED-FEE TASK ORDERS

(a) The term "fee" in this clause refers to the fixed fee for the task orders awarded on a cost-plus-fixed-fee basis.

(b) For cost-plus-fixed fee, completion type task orders, the Government will make fee payment upon successful completion of the task order. If the work cannot be completed within the estimated cost the Government can elect to require more work and effort from the contractor without an increase in fee provided it increases the estimated cost of the order.

(c) For level-of-effort, term type task orders, the Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours ordered in an individual task order. In the event the contractor provides less than 90% of the specified level of effort, an equitable downward adjustment of the fixed fee for that task order will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any task order until the estimated cost for that task order has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any.

G.5 SITE SPECIFIC INVOICING - INSTRUCTIONS

The monthly and annual general requirements for site specific invoicing are contained in Attachment 8, Site Specific Invoicing Instructions.

G.6 SUBMISSION OF INVOICES - SUSPENDED COSTS

(a) Suspended costs, as referred to herein, are costs which for the reasons stated by the Invoice Approval Official have been determined to be inadequately supported or otherwise questionable, and not appropriate for reimbursement under the contract terms at this time. Suspended costs may be determined reimbursable after the contractor provides the Contracting Officer and/or Project Officer additional documentation or explanation as specified on EPA Form 1900-68.

(b) Disallowed costs, as referred to herein, are costs which, for the reasons stated on the Form 1900-68, have been determined by the Invoice Approval Official to be unallowable, that is, not reimbursable under the contract terms.

(c) The suspended costs identified on Form 1900-68 must be responded to by the contractor within 60 days of issuance of the Form 1900-68. Any suspended costs will become disallowed if the contractor does not respond in the time allotted. These disallowed costs should be removed from the contractor's accounting records for this contract.

(d) The contractor may not re-bill any suspended costs on Form 1900-68 until notified by the Contracting Officer and/or Project Officer on this contract that the suspension has been lifted.

(e) If the contractor disagrees with the determinations, the contractor may (1) request in writing the cognizant Contracting Officer to consider whether the unreimbursed costs should be paid and to discuss their findings with the contractor and/or (2) file a claim under the "Disputes" clause of the contract.

G.7 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information

requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.8 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR

42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 Ariel Rios Building
 1200 Pennsylvania Avenue, N.W.
 Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center	
Period	To Be Determined at Contract Award
Rate	
Base	

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the

Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center	
Period	To Be Determined at Contract Award
Rate	
Base	

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.9 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.10 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EP 52.242-105) (MAR 1990)

(a) A Financial Administrative Contracting Officer (FACO), normally located in the Cost Policy/Rate Negotiation Branch, Cost Advisory and Financial Analysis Division, shall be responsible for performing certain post-award functions related to the financial aspects of this contract. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause.
- (5) In connection with Cost Accounting Standards,
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;
 - (C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and
 - (D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.
- (6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.
- (7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.
- (8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the Contracting Officer whenever necessary or appropriate and shall forward a copy of all agreements/decisions to the

Contracting Officer upon execution.

(c) The FACO for this contract is:

G.11 ANNUAL ALLOCATION OF NON-SITE COSTS (EP 52.242-310) (OCT 1991)

(a) The contractor shall submit an allocation report annually on a Federal fiscal year (FY) basis. The purpose of this report is to allocate all payments made by EPA to the contractor for non-site-specific activities to the sites worked on by the contractor during the FY. Examples of non-site-specific activities include program management, contract fees (base, fixed, and award), and other tasks given to the contractor for non-site-specific work.

(b) Within 90 days after the end of each FY, EPA will provide the contractor the total amount of all invoices for the annual allocation period. The contractor shall submit two draft copies of the Annual Allocation Report to EPA within 60 days after receipt of the invoice amounts. The paragraph below titled, "Annual Allocation Report", lists the required submissions for the Annual Allocation Report. Attachment 7 to the contract, titled, "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" provides a detailed explanation of each schedule type and steps for completing each schedule.

(c) The Superfund Accounting Branch of the Financial Management Division (FMD) will review the draft report and notify the contractor in writing of any corrections required for the final report. Two copies of the final report incorporating all of the necessary corrections are due 30 days after receipt of this notice. The final report shall also include a signed statement certifying that the data provided to EPA is supported by the contractor's accounting records. NOTE: These allocations represent changes to EPA's accounting system. No changes should be made to the contractor's accounting system.

(d) In addition to the two copies of the final reports, the contractor shall also submit the Summary of Allocation report on a 5 1/4" or 3 1/2" DOS computer disk in a Lotus 1-2-3 or ASCII format. The reports shall be sent to:

Chief, Superfund Accounting Branch
Environmental Protection Agency
Financial Management Division (3303F)
Ariel Rios Building

1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

(e) When the contract performance period ends at other than the end of the FY, EPA will provide the amount to be allocated 90 days after submission of the last invoice following contract expiration. The time requirements for submission of draft and final reports noted in the paragraphs above will apply.

(f) If the contractor is submitting Annual Allocation Reports on costs incurred during FY 1991 and earlier, the contractor may combine each FY's report into one report. Approval must be granted by the Chief, Superfund Accounting Branch, FMD before the reports can be combined.

Allocation Methodology

Initial Steps:

Before beginning the allocation process, the contractor must perform four tasks:

- 1) Reconcile the paid amounts provided by EPA with contractor records,
- 2) Identify costs charged to sites with SSIDs and without SSIDs,
- 3) Redistribute costs for sites which initially did not have SSIDs, but which were subsequently assigned an EPA SSID, and
- 4) Identify which of the non-site activity costs should be allocated to sites:

The contractor shall delineate the amount of non-site- specific costs into the following non-site categories:

Program Management - (National & Regional, if applicable) - Payments made to the contractor for the specific management and administration of the contract as a whole. This includes contract fees except for fees applicable to individual sites.

Site Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor.

Program Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will not be allocated to sites in the

annual allocation process.

Capital Equipment - equipment with an individual cost over \$5,000.00 and a useful life of greater than one year.

Start-up Costs - costs incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans.

(g) The contractor shall allocate the non-site activity costs to sites, program wide non-site costs, and other appropriations using an allocation method that reflects the causal/beneficial relationship of the non-site costs to site costs. The preferred allocation method is a total cost base. However, with the approval of the Chief, Superfund Accounting Branch, FMD, the contractor may use an alternate methodology.

In addition, special allocations may be required as follows:

- All equipment with a unit value of \$5,000.00 or greater and a useful life of greater than one year shall be depreciated over its useful life and allocated to sites. The allocation of amortized equipment costs should reflect equipment usage on the sites. The preferred depreciation procedure is either a straight-line or actual usage basis. A depreciation schedule shall be maintained and submitted to EPA at contract expiration.
- Start-up costs, if applicable, shall be amortized over the life of the contract.
- Payments made for costs incurred in previous fiscal years, if material, shall be allocated in a separate report. If the contractor is unsure whether a paid amount is material, the contractor should contact the Chief, Superfund Accounting Branch, FMD.

Annual Allocation Report

Required:

- Summary of Allocation
- Master Allocation Schedule
- Statement of Allocation Methodology
- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts)
- Certification of Contractor Records - (final report only)

Required if applicable:

- Schedule of Start-up Costs
- Schedule of Capital Equipment Depreciation
- Schedule of Non-Site Activities

(h) The contractor should refer to "Instructions for Performing the Annual Allocation of Non-Site-Specific Costs" for a detailed explanation and illustration of the allocation process and methodology. Questions regarding any Annual Allocation requirements should be referred to the Chief, Superfund Accounting Branch, FMD at (202) 260-9268.

G.12 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

N/A

G.13 GOVERNMENT PROPERTY (EP 52.245-100) (APR 1998) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

See Attachment 3

(d) The Government will provide the Contractor as Government-furnished property (GFP) on a non-interference basis, for use in connection with and under the terms of the contract, the following property on a shared basis.

The Contractor is responsible for using, operating and maintaining this equipment.

See Attachment 4

(e) The Government will provide the following items(s) of Government property "As Is" to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of this "Government Property" clause and FAR 52.245-19 "Government Property Furnished - As Is."

NONE

(f) The "EPA Contract Property Administration Requirements," provided below, apply to this contract.

**U.S. Environmental Protection Agency
PROPERTY ADMINISTRATION REQUIREMENTS (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and Part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Agency (DCMA). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMA. Upon acceptance of that delegation, DCMA will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMA for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO.

Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all

property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or EPA's class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided, by the contractor, to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

- a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.
- b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) for all items of Government property regardless of cost.
- c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.
- d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.
- e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.
- f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The Contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMA PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See Section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

- a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.
- b. For material, the contractor shall provide the total acquisition cost only.
- c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.
- d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.
- e. The reports are to be **received** at EPA and DCMA no later than October 31 of each year.
- f. Distribution shall be as follows:
 - Original to: EPA CO
 - 1 copy: DCMA PA
- g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.
- h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of

excess property, and final disposition.

- a. Identification of Excess Property. The disposition process begins with the **contractor** identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO, in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

- b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426 - 1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMA PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"NOTE TO PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

- c. Disposition Instructions.
 1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

 2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

 3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver

the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1 to EP 52.245-100 (APR 1998) DEV

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number
- Description
- Manufacturer
- Model
- Serial Number
- Acquisition Date
- Date received
- Acquisition Cost *
- Acquisition Document Number
- Location
- Contract Number
- Account Number (if supplied)
- Superfund (Yes/No)
- Inventory Performance Date
- Disposition Date

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.14 GOVERNMENT PROPERTY--RESIDUAL INVENTORY (EP 52.245-110) (APR 1984)

The Contractor is authorized to use in the performance of this contract the residual inventory presently accountable to Contract No. 68-D6-0004.

G.15 DESIGNATION OF PROPERTY ADMINISTRATOR (EP 52.245-140) (SEP 1994)

The contract property administrator

Defense Contract Management Agency (DCMA)

To Be Determined at Contract Award

is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

G.16 ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.

2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.

3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.

4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

LOCATION: See Attachment 5

PROPERTY: Attachment 3 and 4

SPACE: Attachment 5

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (DEC 1993) DEVIATION

(a) Definitions.

"Printing" is the process of composition, platemaking, presswork, binding, and microform; or the end items produced by such processes and equipment.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of one-color (black) copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement.)

(b) Prohibition.

The Contractor shall not engage in, nor subcontract for, any printing or multi-color duplication in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes

printing.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the Contracting Officer, the Contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the Contracting Officer, the Contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA Procurement Guidelines (40 CFR 250, June 22, 1988).

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The Contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate using one color (black), such pages not exceeding the maximum image size of 10 3/4 by 14 1/4 inches. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the Contracting Officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U.S. Congress.

(e) Violations.

The Contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The Contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the

Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

H.3 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant

in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.4 LIMITATION OF FUTURE CONTRACTING (ESAT) (EPAAR 1552.209-74) (MAR 1997)
ALTERNATE III (MAR 1997) DEVIATION**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant Contracting Officer, the Contractor during the life of this contract agrees it shall not enter into a contract with any firm that has a Contract Laboratory Program (CLP) contract or that has a significant relationship with a CLP contractor. Likewise, unless prior written approval is obtained from the cognizant Contracting Officer, the Contractor during the life of this contract agrees it shall not enter into a contract with any firm that has a Region 4 analytical support contract or has a significant relationship with a contractor providing analytical support to Region 4.

(d) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(e) The Contractor agrees to insert in each subcontract or consultant

agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(f) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(g) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.5 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as

"Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall

initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.6 CONTRACTOR PERSONNEL CLEARANCE

At least five (5) days before contract performance begins, the successful contractor under this RFP/IFB shall submit a completed statement of Personal History (GSA FORM 176) and signed police records release forms to the Contracting Officer for each individual who shall require access to restricted areas of the EPA IBM mainframe system for contract performance. Blank forms will be provided by the Contracting Officer at the time of contract award. Upon receipt of the completed forms, the Contracting Officer shall immediately initiate clearance procedures to determine the security eligibility for each individual to permit access to restricted areas of the EPA IBM mainframe.

In no event will an individual be permitted access to the restricted areas of the EPA IBM mainframe prior to the completion and submission of a Statement of Personal History (GSA Form 176) and police records release authorization forms. If for any reason a full security clearance cannot be granted by the Contracting Officer prior to the date the performance is to

begin, an interim security clearance, not to exceed 10 days, may be issued by the Contracting Officer pending final clearance determination.

The disclosure of a criminal conviction, falsifications or deceptive statements on the GSA Form 176 may be cause for denial of access to the restricted areas of the EPA IBM mainframe for the purpose of contract performance.

A succeeding contractor will not be required to submit a Statement of Personal History (GSA Form 176) or police records release authorization forms for individuals hired from the preceding contractor provided such individuals have been hired within the last two years and will be performing essentially the same work in continuity and in the same restricted areas of the EPA IBM mainframe as in the predecessor contract.

H.7 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.8 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.9 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.10 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a)(1) of EP 52.228-110, "Insurance-- Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.11 INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110) (JUN 1993)

(a) (1) Except as provided in subparagraph (2) immediately following, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause in accordance with its established cost accounting practices.

H.12 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.13 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.14 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.15 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.16 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI

used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the

security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.17 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the

information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.18 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the

recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law,

the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.19 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within thirty (30) calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does

not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.20 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order,

work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.21 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

ESAT Program Manager
 * _____

*** Up to four additional key personnel to be identified by the offeror in its proposal - the key positions and personnel proposed by the successful offeror will be included here upon contract award.**

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.22 SUBCONTRACTOR IDENTIFICATION

(a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.

(b) Notwithstanding the clause of this contract, FAR 52.244-2, entitled "Subcontracts", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

Subcontractor	Estimated Amount of Total Potential Subcontract
---------------	--

(c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in advance of the substitution in writing by the Contracting Officer. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.

(d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)".

H.23 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

**H.24 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)
DEVIATION**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the

Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 7 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.25 ACCESS TO EPA COMPUTERS (EP 52.239-101) (FEB 1986)

The personnel listed below have been authorized access to EPA computers in the performance of this contract. In the event of changes to this listing through a reassignment, resignation, termination, completion of a task or any other reason making such access unnecessary, the Contractor shall immediately notify the Contracting Officer.

NONE

H.26 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.27 CLAUSE APPLICABILITY

The following clauses are applicable to cost-reimbursement type task orders only:

INSURANCE COVERAGE (EP 52.228-100)
INSURANCE--LIABILITY TO THIRD PERSONS (EP 52.228-110)
STATE AND LOCAL TAXES (EPAAR 1552.229-70)
FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72)

H.28 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.29 PERFORMANCE OF WORK

The Contractor is prohibited from performing any work under this contract unless a task order signed by the Contracting Officer, containing all of the elements of FAR 16.505(a)(6) has been received.

H.30 EPA REGIONAL CROSSOVER

(a) In the event of the contractor's potential or actual conflict of interest in conducting a specific task order (as determined by the Contracting Officer), or when the maximum amount of effort has already been ordered or is about to be ordered by the Government, or in any other situation in which it is determined to be in the best interest of the Government, professional services for this Region may be ordered through another Region's contract.

(b) The Contractor agrees to accept task orders for services within any other Region, provided the amount of such services, in addition to other work performed under this contract, does not exceed the maximum amounts specified in the Section B clause titled "Minimum and Maximum Amounts." The Government

may require the Contractor to perform a regional crossover task order for ESAT in any of the following EPA Regions in the event of a COI or in any other situation in which it is determined by the Contracting Officer to be in the best interest of the Government:

Region I	Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont
Region II	New Jersey, New York, Puerto Rico, and Virgin Islands
Region III	Delaware, D.C., Maryland, Pennsylvania, Virginia, West Virginia
Region IV	North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi, Tennessee, and Kentucky
Region V	Illinois, Indiana, Michigan, Minnesota, Ohio, and Wisconsin
Region VI	Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
Region VII	Iowa, Kansas, Missouri, and Nebraska
Region VIII	Colorado, Montana, North Dakota, South Dakota, Utah, and Wyoming
Region IX	Arizona, California, Hawaii, Nevada, American Samoa and Guam
Region X	Alaska, Idaho, Oregon and Washington

H.31 APPROVAL OF TRAINING (HQ-H-99-01)

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement Of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training

associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

a. Individual to be trained (Identify position and job duties under contract.)

b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)

c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

H.32 PERFORMANCE OF WORK AT HAZARDOUS WASTE SITE - CERTIFICATION OF REQUIRED TRAINING

The contractor shall certify to the Project Officer in writing that any of its employees, subcontractors, or consultants performing field work at any hazardous waste site has completed an EPA approved training program (29 CFR 1910.120), in relation to this project, prior to assignment of any such employee, subcontractor, or consultant to field duty.

H.33 SPECIAL REPORTING REQUIREMENT - REGULATORY ASSISTANCE

In the event any task order requires the Contractor to provide services that involve or relate to the development of regulations, the Contractor shall:

(a) submit reports that contain recommendations and that explain and rank policy or action alternatives, if any;

(b) describe what procedures were used to arrive at or which support the Contractor's recommendations;

(c) summarize the substance of their deliberations;

(d) report any dissenting views;

(e) list sources relied upon; and

(f) otherwise make clear the methods and considerations upon which the Contractor's recommendations are based.

The Contracting Officer will specify whether this Special Reporting Requirement is applicable to the work encompassed by any particular task order.

(Source of Reporting Requirement: OFPP Letter 92-1, "Inherently Government Functions," September 23, 1992)

H.34 APPLICATION OF RIGHTS IN DATA - SPECIAL WORKS CLAUSE

The Rights in Data - Special Works clause (FAR 52.227-17) shall apply to task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular task order. The Rights in Data-Special Works clause (FAR 52.227-17) shall apply to task orders which are included in the examples set forth in FAR 27.405(a) and also to other task orders specifically identified by the Contracting Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	OCT 1995	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	MAR 2000	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 1999	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 1998	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JAN 1999	EMPLOYMENT REPORTS ON DISABLED VETERANS AND

		VETERANS OF THE VIETNAM ERA
52.223-6	JAN 1997	DRUG-FREE WORKPLACE
52.223-14	OCT 1996	TOXIC CHEMICAL RELEASE REPORTING
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-17	JUN 1987	RIGHTS IN DATA--SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.229-5	APR 1984	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
52.232-1	APR 1984	PAYMENTS
52.232-8	MAY 1997	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-16	MAR 2000	PROGRESS PAYMENTS ALTERNATE I (MAR 2000)
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUN 1997	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	OCT 1995	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES--FIXED-PRICE ALTERNATE I (APR 1984)
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.245-1	APR 1984	PROPERTY RECORDS
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-2	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.251-2	JAN 1991	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (FAR 52.203-8) (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.4 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (FAR

52.209-6) (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

I.5 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through contract expiration date.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.7 ORDERING PROCEDURES

(a) Routine Orders: It is anticipated that routine task orders will be issued on a completion form basis. To initiate the process, the Government will forward a copy of the proposed task order statement of work to the Contractor. The Contractor shall acknowledge receipt and shall prepare and forward to the Ordering Officer within three (3) working days the proposed staffing plan and cost proposal for accomplishing the task. If necessary, negotiations will be conducted after which a task order will be issued reflecting the negotiated agreement. In the event a negotiated agreement cannot be reached, the Government will issue a unilateral order pursuant to paragraph (c) below.

(b) Urgent Orders: Urgent orders may be issued on a unilateral level-of-effort, term form basis. The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within three (3) working days the proposed staffing plan and cost proposal for accomplishing the assigned tasks within the period specified. Negotiations will be conducted as necessary and a modification prepared for the task order to reflect the negotiated agreement. In the event a negotiated agreement cannot be reached, the Government shall determine the total estimated cost-plus-fixed-fee in accordance with paragraph (c) below.

(c) If the Government and the Contractor cannot reach a negotiated agreement regarding a task order under this contract, the Government has the right to issue a unilateral level-of-effort, cost-plus-fixed-fee type task order. The Government will specify the performance and will designate by labor category the level of effort required. The Government will utilize the task order Independent Government Cost Estimate (IGCE) to establish a total estimated cost-plus-fixed-fee. The Contractor shall be required to perform the stated level of effort for the period of time specified in the task order subject to the Limitation of Funds and Limitation of Costs clauses.

I.8 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the maximum contract amount;

(2) Any order for a combination of items in excess of the maximum contract amount;

(3) A series of orders from the same ordering office within the ordering period that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days

after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.9 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one (1) year beyond the expiration date of the contract.

I.10 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat

that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.11 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (APR 1998)

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Safety Data Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

I.12 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FAR 52.225-13) (JUL 2000)

(a) The Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States under regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries are

Cuba, Iran, Iraq, Libya, North Korea, Sudan, the territory of Afghanistan controlled by the Taliban, and Serbia (excluding the territory of Kosovo).

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the government of Iraq.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

I.13 NOTIFICATION OF CHANGES (FAR 52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 15 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the

time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.14 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998) DEVIATION

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract that is of the cost-reimbursement, time-and-materials, or labor-hour type.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or

pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing

system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.15 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.16 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definition.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.17 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing

the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under

this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the

provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise

provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.18 WARRANTY OF SERVICES (FAR 52.246-20) (APR 1984)

(a) *Definitions.* "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within forty-five (45) days. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Government does not require correction or re-performance.

(c) If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Contracting Officer may, by contract or otherwise, correct or

replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or re-performance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.19 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first -tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

(1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office:

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.20 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam/>

I.21 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.22 CLAUSE APPLICABILITY

The following clauses will apply to fixed price task orders issued under this contract:

52.228-5 Insurance - Work on a Government Installation
52.243-1 Changes (Fixed-Price) Alternate I
52.249-2 Termination for Convenience (Fixed-Price)
52.249-8 Default (Fixed-Price)
52.232-1 Payments

The following clauses will apply only to cost reimbursable task orders issued under this contract:

52.216-7 Allowable Cost and Payment
52.216-8 Fixed Fee
52.222-2 Payment of Overtime Premiums

52.232-20 Limitation of Cost
52.242-1 Notice of Intent to Disallow Costs
52.242-3 Penalties for Unallowable Costs
52.242-4 Certification of Final Indirect Costs
52.243-2 Changes (Cost-Reimbursable) Alternate I
52.244-2 Subcontracts (Cost-Reimbursable)
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or
Labor-Hour Contracts) Deviation
52.247-67 Submission of Commercial Transportation Bills to the General
Services Administration for Audit
52.249-6 Termination (Cost Reimbursable)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
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1	STATEMENT OF WORK
2	REPORTS OF WORK
3	GOVERNMENT FURNISHED PROPERTY
4	GOVERNMENT FURNISHED PROPERTY - SHARED
5	GOVERNMENT FURNISHED SPACE
6	INVOICING INSTRUCTIONS
7	ANNUAL ALLOCATION FOR NON-SITE SPECIFIC COST
8	SITE SPECIFIC INVOICING INSTRUCTIONS
9	MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLAN
10	PAST PERFORMANCE INFORMATION
11	TECHNICAL PROPOSAL INSTRUCTIONS
12	COST PROPOSAL INSTRUCTIONS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all

subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for

debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (MAY 1999)
ALTERNATE II (NOV 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services.

(2) The small business size standard is (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(5) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands,

Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) *Definitions.*

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General*. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*(1) *General*. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies*. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not

have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.12 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.13 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

**K.14 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (EP-S 99-1)
(FEB 1999) DEVIATION**

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has[], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-1	APR 1984	SITE VISIT

L.2 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (FAR 52.211-4) (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

U.S. Environmental Protection Agency
980 College Station Road
Athens, Georgia

Offerors may review material on the date specified for the On-Site Pre-Proposal Conference.

Data Validation Guidance can be viewed on the Internet at:

Some Quality Assurance Documents can be viewed on the Internet at:

http://www.epa.gov/quality1/qa_docs.html

L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Indefinite Delivery/Indefinite Quantity type contract resulting from this solicitation.

L.5 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Barbara H. Stearrett

Hand-Carried Address:

Environmental Protection Agency
Room 61161
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
Mail Code 3805R
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.epa.gov/oam>

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.9 PROHIBITION OF CONTRACT LABORATORY PROGRAM CONTRACTORS FROM CONTRACT AWARD

An offeror shall not receive award under this solicitation if EPA determines that the offeror, at time of award has a CLP contract or has a significant relationship with a CLP contractor or proposes to use a current CLP contractor, as defined above, as a subcontractor under SOW task areas relating to data validation or preparation/validation of Standard Operating Procedures.

L.10 DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

(a) Definitions:

Members of the Commercial Laboratory Community: As used in this provision, the term "members of the commercial laboratory community" means individuals or firms who: have a Contract Laboratory Program (CLP) contract or provide other analytical services to Region 4; or have a significant financial relationship with a CLP contractor and/or any other firm providing analytical services to Region 4.

(b)(1) The RFP provision entitled, "Organizational Conflict of Interest Certification (EPAAR 1552.209-72)", requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest. If the offeror is aware of a conflict, then the provision entitled, "Organizational Conflict of Interest Notification (EPAAR 1552.209-70)", requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.

(2) The Agency has determined that firms having significant business or competitive relationships with members of the commercial laboratory community may have a substantial organizational conflict of interest in relation to the requirements of this solicitation. In addition, the Agency has determined that firms may present organizational conflict of interest concerns if (1) they provide consulting and/or technical services related to the CLP program or other Region 4 analytical services; (2) have a CLP contract or have a significant relationship with a CLP contractor; or (3) provide analytical services to EPA Region 4. Firms responding to this solicitation are required to disclose any such business relationships. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent company, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual and potential organizational conflicts of interest, the disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA Contracting Officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

(3) The purpose of requiring the information covered by paragraphs (b)(1) and (2) above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms in the commercial laboratory industry. Accordingly, the fact that a firm has worked, is working, or plans to work for members of the commercial laboratory community will not necessarily disqualify the firm from consideration for award on the basis of actual or potential conflicts of interest. The more dependent a firm is on commercial work with members of the laboratory community, the greater the risk to the Agency that there will arise during contract performance a significant number of COI situations which would preclude the Agency from using the contractor's support. There is no set formula for determining how much corporate business with members of the commercial laboratory community would result in determination by the Contracting Officer that award to a particular offeror would not be in the best interest of the Government due to organizational conflict of interest.

concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this provision and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

(c) The Agency has determined that a significant potential conflict of interest will exist if a member of the commercial laboratory community were awarded this contract. In addition to the other requirements of this provision, stated above, to be eligible for award, an offeror must demonstrate that it is not a member of the commercial laboratory community.

L.11 ORGANIZATIONAL CONFLICT OF INTEREST PLAN

a. Offerors are requested to submit an Organizational Conflict of Interest (COI) Plan which consists of the following two parts:

1. A generic Organizational Conflict of Interest (COI) Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror shall describe the steps that will be taken to avoid or mitigate an actual or potential conflict. This plan shall be developed utilizing the RFP Attachment entitled, "Minimum Standards for EPA Contractors' Conflict of Interest Plans" as a guide.

2. A plan detailing how the offeror intends to avoid, neutralize, or mitigate actual or potential conflicts of interest (if any) identified in its disclosure statement furnished in accordance with the solicitation provision entitled "DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST".

L.12 DETERMINATION OF RESPONSIBILITY - CONFLICT OF INTEREST

a. The Contracting Officer will perform a determination of responsibility for the apparent successful offeror in accordance with FAR 9.104. The responsibility determination will include, among other factors, consideration of any actual or potential organizational conflicts of interest that the apparent successful offeror has. If the Contracting Officer determines that the apparent successful offeror has an actual or potential conflict of interest, which, in the Contracting Officer's opinion, cannot reasonable be avoided, neutralized, or mitigated, the offeror, after being given an opportunity to address the CO's concerns, may be determined to be nonresponsible and will be deemed ineligible for award.

b. In assessing the potential for conflicts of interest, the Contracting Officer will review the information furnished in response to the Section (L) provision entitled, "Disclosure of Potential Conflicts of Interest" (as well

as information submitted under the solicitation's other conflict of interest provisions) and the Conflict of Interest Plan furnished in accordance with the Section (L) provision entitled, "Organizational Conflict of Interest Plan." As stated in the "Disclosure of Potential Organizational Conflicts of Interest" provision, there is no precise formula for determining what would represent an acceptable level of risk to the Government when considering conflict of interest issues. The Conflict of Interest Plan will, however, be evaluated as acceptable or unacceptable based on the following:

1. The "Minimum Standards for EPA Contractor's Conflict of Interest Plans" (RFP Attachment 9);

2. The adequacy of the offeror's generic plan for avoiding, neutralizing, or mitigating actual or potential organizational conflicts of interest that may arise following contract award; and

3. The adequacy of the offeror's plan for avoiding, neutralizing, or mitigating existing actual or potential organizational conflicts of interest that were identified prior to contract award.

Therefore, an apparent successful offeror who submits a Conflict of Interest Plan that is determined to be unacceptable at the time of contract award will not be eligible for award.

L.13 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of February 1, 2001 (award date of December 1, 2000) and that the required effort will be uniformly incurred throughout each contract period.

L.14 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

See Section M - Evaluation Criteria, the L Provision entitled, "Past Performance Information" and Attachment 11 "Technical Proposal Instructions"

The technical proposal shall be organized in accordance with the Technical Evaluation Criteria.

(b) Cost or pricing proposal instructions. See Attachment 12 for cost proposal instructions.

**L.15 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73)
(AUG 1999)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

(e) Cognizant Government:

Audit **Agency**:-----

Address:-----

Auditor:-----

(f)(1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts	\$_____
Government fixed-price prime contracts and subcontracts ...	\$_____
Commercial Sales.....	\$_____
Total Sales.....	\$_____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year..... \$_____

Total Sales for Second Preceding Fiscal Year..... \$_____

(g) Is company a separate rate entity or division?..

Yes _____

No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost

Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____
Accumulating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Has your cost estimating system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
Fringe Benefits.....	_____	_____
Overhead.....	_____	_____
G&A Expense.....	_____	_____
Other.....	_____	_____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department-----

Contracting Department-----

Other (describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the

contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.16 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a pre-proposal conference at 8:00 a.m. on July 31, 2000 at:

U.S. Environmental Protection Agency
980 College Station Road
Athens, Georgia 30605

Offerors planning to attend the conference should provide e-mail notification to the contract specialist at least 2 calendar days prior to the conference date. Failure to notify does not preclude participation in the conference.

L.17 PAST PERFORMANCE INFORMATION (EP 52.215-105) (MAY 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting Officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b).

(2) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(3) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will

make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(2) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., If the same reference has several contracts, send that reference a single notice citing all applicable contracts.) Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Section J will be used to collect information on

an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set for in Section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305(a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.18 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than four (4) calendar days after the date of the pre-proposal conference. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.19 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.20 SUBMISSION OF QUALITY MANGEMENT PROGRAM PLANS

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) program plan setting forth the offeror's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a Quality Control/Quality Assurance program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

L.21 SIC CODE AND SMALL BUSINESS SIZE STANDARD

(a) The standard industrial classification (SIC) code for this acquisition is 8744 Facilities Support Management Services, Environmental Remediation Services.

(b) The small business size standard is 500 employees.

**L.22 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)
(FEB 1991)**

This procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

**L.23 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70)
(JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR

21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.24 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**L.25 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

**L.26 NOTIFICATION OF PERSONNEL REQUIRING ACCESS TO EPA COMPUTERS (EP
52.239-102) (FEB 1986)**

Contractor shall include as a part of its proposal, a listing of those personnel who will receive access to EPA computers in the performance of the anticipated contract together with a brief justification for such access. Offerors are

directed to the provisions of the clause "Access to EPA Computers" for additional information regarding computer access.

L.27 ADDITIONAL BID/PROPOSAL SUBMISSION INSTRUCTIONS (EP-S 99-2) (MAR 1999)

a. General Instructions

These instructions are in addition to the applicable requirements and clauses set forth in the Federal Acquisition Regulation regarding bid/proposal submission and late bid/proposals. Please note that there are distinct addresses designated for bid/proposal submission on the SF 33. Block 7 designates the location specified for delivery of hand carried/courier/overnight delivery service bids/proposals while Block 8 indicates the address specified for receipt of bid/proposals sent by U.S. Mail. Bidders/Offerors are responsible for ensuring that their bids/proposals (and any amendments, modifications, withdrawals, or revisions thereto) are submitted so as to reach the Government office designated on the SF 33 prior to the designated date and time established for receipt. Bidders and offerors are also responsible for allowing sufficient time for the bid/proposal to be processed through EPA's internal mail distribution system described below so as to reach the designated location for bid/proposal receipt on time. Failure to timely deliver a bid/proposal to the EPA Bid & Proposal Room on the 6th floor of the Ronald Reagan Building, which is the location designated for bid/proposal receipt in blocks 7 and 8 of the SF 33, will render the bid/proposal "late" in accordance with FAR 14.304 and/or 15.208 and disposition of the bid/proposal will be handled in accordance with FAR 14.304 and 52.214-7 for bids and FAR 15.208 and 52.215-1 for proposals. Bidders/Offerors are cautioned that receipt of a bid/proposal by the Agency's mail room or other central receiving facility does not constitute receipt by the office designated in the solicitation/invitation for bids.

b. U.S. Mail Delivery-SF 33 Block 8

Block 8 on the SF 33 indicates that bids/proposals sent by U.S. Mail must be timely received by the Bid & Proposal Room, Mail Code 3802R. Because EPA adheres to a centralized mail delivery system, any bid/proposal submitted via U.S. Mail to the address specified in block 8 of the SF 33 is initially routed to EPA's mail handling facility at another location in S.W. Washington, DC, and then subsequently routed to EPA's Bid & Proposal Room (Mail Code 3802R) located on the 6th floor of the Ronald Reagan Building. The Bid and Proposal Room on the 6th floor of the Ronald Reagan Building is geographically distinct and is not co-located with the mail handling facility. Bids/proposals sent by U.S. Mail, therefore, will not be considered "received" until such time as they are physically delivered via EPA's mail distribution system to the EPA Bid & Proposal Room in the Ronald Reagan Building. Bidders/Offerors electing to utilize the U.S. Mail for bid/proposal delivery should therefore allow sufficient time prior to the designated time and date for bid/proposal receipt as specified in Block 9 of the SF 33 to allow for the internal routing of their bid/proposal to the EPA Bid & Proposal Room.

All bids/proposals submitted other than by U.S. Mail should utilize the Hand Carried/Courier/Overnight Delivery Service address specified in Block 7 of the SF 33.

c. Hand Carried/Courier Delivery- SF 33 Block 7

EPA's Bid & Proposal Room that is designated for receipt of hand delivered bids/proposals is located on the 6th floor of the Ronald Reagan Building, 1300 Pennsylvania Ave, N.W., Washington, D.C. The Bid and Proposal Room hours of operation are 8:00AM - 4:30PM weekdays, except Federal holidays. Because this is a secure area, EPA bidders/offerors/contractors and/or their couriers/delivery personnel must check in at the EPA visitor guard desk, located to the left of the 13 ½ street entrance, prior to gaining access to the Bid & Proposal Room. A properly addressed bid/proposal, as described below, will be required for admittance to the Bid & Proposal Room. Bids/proposals not properly addressed will be collected by the guard, and routed to the Bid & Proposal Room through EPA's internal mail distribution system, which will delay receipt of the bid/proposal in the Bid & Proposal Room.

d. Overnight Delivery Services- SF 33 Block 7

Bid/Proposal deliveries via overnight delivery services (e.g., Federal Express, Airborne Express) must utilize the address specified in block 7 of the SF 33. Due to the large volume of overnight packages delivered to EPA at one time, all overnight delivery services deliver only to EPA's loading dock at the Ronald Reagan Building, and not directly to the Bid & Proposal Room designated for receipt of bids/proposals in block 7 of the SF 33. From the dock, packages are routed to EPA's mail room in the Ronald Reagan Building for internal distribution, including distribution to the Bid & Proposal Room. It is important to recognize that regardless of whether the Bid & Proposal Room is noted on the address label as required by block 7 of the SF 33, overnight delivery service packages are NOT regularly delivered directly to the Bid & Proposal Room. Because bids and proposals must be physically received at the Bid & Proposal Room to be considered officially received, bidders/offerors should not rely upon guaranteed delivery times from overnight delivery services as guarantees that their bids/proposals will be officially received on time. Bidders/offerors remain responsible for the timely delivery of their bids/proposals to the Bid & Proposal Room.

e. Bid/Proposal Submission Labels

EPA has developed labels for use on packages containing bids, proposals, amendments, modifications, withdrawals, or revisions. Use of these labels will facilitate the routing of bids and proposals to the Bid & Proposal Room. The label may be found on EPA's Office of Acquisition Management homepage at www.epa.gov/oam under Special Interest. The labels may be reproduced. Offerors/bidders choosing not to use the EPA labels must ensure that the following information is clearly indicated on the outside wrapper of all packages

containing bids/proposals.

For US MAIL:

Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Specified Date and Time for Receipt of Bids/Proposals: Date Time
Solicitation Number: _____
Offeror's Name and Address: _____

For Other Than US MAIL

U.S. Environmental Protection Agency
BID and PROPOSAL ROOM, Mail Code 3802R
Ronald Reagan Building, 6th Floor
1300 Pennsylvania, Ave
Washington, D.C. 20004

Specified Date and Time for Receipt of Bids/Proposals: Date Time
Solicitation Number: _____
Offeror's Name and Address: _____

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Proposals will be evaluated using seven major criteria: **Past Performance (20%), Technical Approach (20%), Personnel Qualifications (20%), Management Approach (20%), Quality Assurance/Quality Control (15%), Corporate Experience (5%)**. Except as specifically noted all subcriteria within each criterion section will be considered of equal importance.

1. Past Performance**20 POINTS**

Offerors will be evaluated on their demonstrated successful past

performance of the offeror and any major subcontractors as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three years and those currently in process for similar work: (1) analyzing environmental samples to include chemical, biological, and field testing, (2) performing data validation to include electronic data review/validation and collection and tabulation of data, (3) providing analytical/field logistical support, (4) providing quality assurance/quality control support, and (5) other task related activities as described in the statement of work. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and other competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort. Past performance of "key personnel," if any, shall not be considered.

The offeror's past performance will be evaluated based on the information obtained through the Past Performance Questionnaire (see Section J which identifies this attachment). However, the Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

(Instructions: As discussed in the L Provision entitled "Past Performance Information," offerors shall submit information on the five (5) most recent contracts and subcontracts completed during the past three years and all contracts and subcontracts currently in process for similar work. This should include information on five (5) contracts and subcontracts and may include similar contracts with Federal, State and local governments, as well as commercial businesses. Information should be provided as indicated in the L Provision. Offerors must provide the information requested or affirmatively state that it possesses no relevant directly related or similar past performance. The Government reserves the right not to evaluate or consider for award the entire proposal from an offeror who fails to provide the past performance information or who fails to assert that it has no relevant directly related or similar past performance.)

NOTE: As discussed in the L Provision entitled "Past Performance Information," if an offeror has no available past performance, a neutral rating of adequate will be assigned for the past performance criteria. The proposal of an offeror with no relevant past performance history, while rated neutral in past performance, may not represent the most advantageous proposal to the Government and thus, may be an unsuccessful proposal when compared to the proposals of other offerors.

2. Technical Approach

20 POINTS

The offeror will be evaluated on its technical knowledge, understanding, and approach to the requirements and work envisioned under the contract as demonstrated through its responses to the sample scenarios & pop quiz questions. Responses to sample scenarios are weighted more heavily (12 points) than those

to the pop quiz questions (8 points).

3. Personnel Qualifications

20 POINTS

The offeror will be evaluated on the ability of the proposed staff, inclusive of any new hires, subcontractor staff and consultants, to respond to each specific Task Order.

Key Personnel (10) - The offeror will be evaluated on the adequacy of the qualifications and skills of the proposed ESAT Program Manager and other proposed key personnel, including knowledge, experience, and training. The qualifications of the ESAT Program Manager will be evaluated for demonstrated adequacy of: experience in establishing, managing, and controlling large and technically complex projects, including personnel and task management; experience in management of numerous and widespread inter-related activities controlled through a common management information system; and educational background. The skills and qualifications of other proposed key personnel will be evaluated for demonstrated ability to meet contract requirements and to assure technical quality and timeliness of all work.

Staffing (10) - Offerors will be evaluated on the adequacy of the proposed labor mix to meet the various requirements of the statement of work. Offerors will be evaluated on the adequacy of their staffing plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members. Offerors will be evaluated on the demonstrated ability to provide adequate staffing levels, and expertise to perform all work required under the contract in a timely and effective manner.

4. Management Approach

20 POINTS

Offerors will be evaluated on their approach to planning, organizing, and carrying out contract activities as presented in the SOW to ensure effective, efficient, timely, and responsive support. Offerors will be evaluated on the demonstrated adequacy of their management structures, policies, and procedures required to direct the overall contract to ensure responsiveness to EPA requirements, control performance of work, control contract costs, identify and resolve contract schedule variances, and ensure effective communications and problem resolution. Offerors will be evaluated on the adequacy of their management start-up plan for facilities, staffing and mobilizing, to include training and ability to meet health and safety requirements, in order to begin working on day one of contract performance. The Offerors will be evaluated on the adequacy of the Management Information System to effectively manage the technical and financial aspects of a project of the magnitude and complexity envisioned by this RFP.

5. Quality Assurance

15 POINTS

Offerors will be evaluated on their demonstrated ability to respond to the Quality Assurance/Quality Control requirements as addressed by the offeror's

Quality Management Plan (see Section L and Attachment 2).

6. Corporate Experience

5 POINTS

The offeror, and any subcontractors, will be evaluated on the extent and depth of their relevant management and technical project experience, and ability to anticipate or resolve potential problems during contract performance.

The offerors must demonstrate relevant corporate experience with projects in areas comparable to those in the Statement of Work and which are of a similar magnitude and complexity as the proposed contract. Offerors must demonstrate corporate experience with projects requiring scheduling and coordinating several concurrent tasks; managing multi-contractor arrangements; ensuring the correct mix of resources for any particular task; and ability to efficiently staff projects requiring rapid response, such as field sampling, without affecting on-going tasks. Offerors should describe the corporate support available to this contract if unresolvable technical problems were to be encountered by the on-site contractor staff. Of particular importance is corporate experience and demonstrated abilities in managing contracts and solving technical problems in research settings such as described in the Statement of Work.

ATTACHMENT 1

STATEMENT OF WORK

STATEMENT OF WORK
Environmental Services Assistance Team (ESAT)

1. **SCOPE** The purpose of this procurement is to provide technical, analytical and quality assurance (QA) support primarily to the U.S. Environmental Protection Agency (EPA) Superfund Program, other EPA programs, federal and state agencies, and tribal organizations. This contract requires the contractor to perform work in the following task areas:

Task Area I - Analytical Support

Task Area II - Data Review

Task Area III - Analytical Logistical Support

Task Area IV - Quality Assurance/Quality Control (QA/QC) Support

Task Area V - Other Task-Related Activities

In performing this requirement, the contractor will be providing technical, analytical, and quality assurance support to the Office of Solid Waste and Emergency Response's Office of Emergency and Remedial Response to assist with meeting the requirements and objectives of the following laws: The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (1980); The Clean Water Act, 33 U.S.C. §§ 121 et seq. (1977); The Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (1976); The Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq. (1974); and the Clean Air Act, 42 U.S.C. §§ 7401 et seq. (1970). This support is also necessary to implement the National Oil and Hazardous Substances Pollution Contingency Plan (the NCP), 40 C.F.R. Part 300.

The Contracting Officer will issue task orders for all work required under this contract in accordance with the terms and conditions of the contract. The contractor shall submit all work products in draft for review and approval by appropriate Government personnel prior to preparation and issuance in final, in accordance with the terms and conditions of the contract. The Government will make all final determinations and decisions after a critical and close review of the contractor's work product and reasons/basis for the contractor's recommendations. The contractor shall not represent itself as EPA to outside parties. To maintain public trust, contractor employees shall identify themselves as agency contractors, at the onset of any communications with outside parties.

2. **BACKGROUND** At the present time, the Superfund Program relies on the EPA Contract Laboratory Program (CLP) to perform the majority of routine analytical services (RAS), and the Regional EPA Laboratories including the Environmental Services Assistance Team (ESAT) to provide special analytical services (SAS) in support of Agency hazardous waste site projects. The CLP, as administered by the Office of Emergency and Remedial Response (OERR), Analytical Operations/Data Quality Center

(AOC), is a network of commercial laboratories working under fixed-price contracts with the EPA to perform Routine Sample Analyses using standardized analytical methods, quality assurance/quality control procedures, electronic data reporting formats, and electronic data assessment packages.

Because of the need for specialized non-routine analytical services, and the emphasis on quality assurance and quality control (QA/QC), the government is seeking to more fully utilize available resources within Regional facilities by utilizing an Environmental Services Assistance Team to perform analytical, analytical-related, quality assurance and other analytical support functions at the EPA laboratory facilities.

3. TASK DESCRIPTIONS

This section describes the primary task areas within the contract SOW. The government may order work by the team within any of these task areas at any time during the contract performance period with completion required as specified in written task orders (TOs) or technical direction forms (TDFs).

EPA will make available to the contractor all applicable analytical methods, standard operating procedures (SOPs) and work rules, either in hard copy or electronic format. It is the contractor's responsibility to be familiar with all applicable analytical methodologies, SOPs, QA/QC requirements, and EPA laboratory work rules prior to performing any work.

Samples analyzed and/or collected include solids, water, waste water, liquids, soil, sediments, air, wastes, Dense Non-Aqueous Phase Liquids (DNAPL), Non-Aqueous Phase Liquids (NAPL), leachates, and biota matrices. Samples may be from known or suspected hazardous waste sites and may potentially contain hazardous materials at high concentrations. The contractor shall be aware of the potential hazards associated with the handling and analyses of such samples.

TASK AREA I: ANALYTICAL SUPPORT

The contractor shall provide analytical chemistry, biological, field sampling and analytical support to EPA at the Agency's regional laboratory facilities and at specified field locations using mobile laboratory(ies) and/or field based analytical methods.

A. Laboratory Sample Analyses:

The contractor shall analyze environmental samples consisting of a wide variety of media for organic and

inorganic chemical contaminants including, but not limited to, pesticides/PCBs, volatiles, and semivolatile organic compounds; cyanide, metals, nutrients, and other inorganic analytes; and air contaminants. Sample analyses shall include qualitative and/or quantitative analysis, as well as sample preparation, extraction, digestion, distillation, measurement, data reduction and reporting, as applicable.

Specifically the contractor shall:

- C Analyze environmental samples for organic chemical compounds employing gas chromatography (GC), gas chromatography/mass spectrometry (GC/MS), gas chromatography/high resolution mass spectrometry (GC/HRMS), high pressure liquid chromatography (HPLC), and other techniques. This may include the performance of quantitative and qualitative analysis of tetra through octa dibenzodioxins and dibenzofurans, employing selected ion monitoring (SIM) GC/MS, and other techniques;
- C Analyze environmental samples for inorganic chemical elements/compounds employing inductively coupled plasma-atomic emission spectroscopy (ICP/AES) and inductively coupled plasma-mass spectrometry (ICP/MS); flame atomic absorption (AA), graphite furnace (GFAA), and cold vapor AA spectroscopy, ion chromatography, and other wet or physical/chemical techniques;
- C Maintain log books and worksheets in accordance with good laboratory practices and Regional policies, and complete all documents and records as required by the analytical methods and SOPs. The contractor shall archive samples, extracts and data in accordance with regional SOPs, various regulated, approved, and/or established methods (e.g., EPA, ASTM), and policies as directed in individual task orders. All electronic data shall be generated and archived in accordance with the protocols outlined by the Agency and each Region as well as any future revisions;
- C Manage and track the progress of completion of each analytical project in accordance with regional SOPs and directions contained in the TOs;
- C Analyze performance evaluation and other QA-related samples; evaluate instrumentation, scientific software, and methodologies; prepare analytical standards; review, prepare or revise analytical SOPs;
- C Track number of samples provided per month.

B. Biological Support:

The contractor shall perform biological testing on hazardous waste, soil, sediments and other media, employing aquatic and sediment toxicity, bioaccumulation, seed germination, microbial, viral and other

biological tests. The contractor shall also conduct biological sampling and perform biological assessments, e.g. biodiversity studies, bioaccumulation studies, biological toxicity testing, specimen preparation and examinations, biological and ecological risk assessments, viral assessments and Microtox testing. Biological assessments may be performed at fixed or mobile facilities. Accordingly, the contractor shall:

- C Collect the media and/or organisms for examination and testing. This may require electrofishing for the collection of fish and other techniques for the collection of specimens in support of ecological risk assessments;
- C Develop and implement a site work plan detailing required field activities, including sample collection and testing, test organism identification and examination, sample preparation and packaging, chain-of custody requirements, and decontamination procedures;
- C Evaluate chemical parameters such as chemical concentrations in various media, total organic carbon, acid volatile sulfides/simultaneously extracted metals, and grain size to better assess results of the toxicity tests and potential for ecological risk. The data required to be evaluated shall be derived from samples obtained in sampling performed under this task or that are split for chemical analysis;
- C Perform activities necessary for the culturing and maintenance of biological test organisms to assure an adequate, viable supply of the organisms for biological/microbiological/viral testing at the EPA regional laboratories. The contractor shall obtain new test organisms in order to maintain existing laboratory cultures;
- C Perform culturing activities in accordance with established, approved, or regulated methodologies and laboratory SOPs specified in TOs or through TDFs;
- C Prepare forms and maintain a laboratory log book for all recordings including QA/QC documentation required by the SOPs;
- C Perform routine maintenance and daily calibration of laboratory instruments;
- C Perform acute and chronic reference toxicity tests to assure quality test organisms for site specific toxicity testing;
- C Repeat any biological tests that do not meet the designated test acceptability requirements set forth in the established, approved, or regulated methodologies and SOPs. If any modifications to the SOPs are required, the contractor shall revise the SOPs and submit the proposed revisions to the

contracting officer (CO) for approval.

C. Field Analytical Support:

The contractor shall provide staff to maintain and/or operate one or more mobile analytical laboratories meeting stated government specifications for designated Regions. The mobile laboratory(ies) are detailed to sites throughout each specific Region, as needed to provide Field Analytical Support Program (FASP) activities. FASP analyses usually require quick turn around, may be performed at designated on-site field locations in the mobile laboratory using stationary analytical instrumentation, or using portable and/or hand-held chemical or physical testing instruments, or at the Regional laboratory.

The contractor shall perform field chemical and physical analyses using portable (e.g., immunoassay test kits, X-ray fluorescence, GC/PID, ion probes) and mobile (transportable) instruments (e.g. GCs, GC/MS, ICP/AES, AA, GFAA, Mercury analyzers, pH meter). The contractor shall design and implement analytical plans that will meet the data quality objectives (DQOs) for a specific field analytical project. The contractor shall provide written recommendations for implementation of the analytical plans designed. The contractor shall perform analytical activities, such as sample preparation, extraction/digestion, clean-up, instrument data acquisition, data verification, electronic data transfers, QC evaluation, and reporting. Specifically, the contractor shall:

- C Collect samples and perform other ancillary tasks (e.g. sample preparation, packaging, shipment, transport and documentation preparation) where ESAT is providing support under this or other task areas. The contractor may be required to operate specialized field equipment, (e.g. the Geoprobe; EPA-owned drill rigs, boats, and Global Positioning Systems (GPS); air sampling, monitoring and analysis equipment; and purging pumps used at monitoring wells);
- C Mobilize and demobilize equipment for field use, drive the mobile laboratory to and from field sites, set up and obtain utilities and supplies for vehicles, perform routine maintenance and emergency repair of equipment, and general upkeep of all assigned equipment and vehicles. In addition, the contractor shall perform equipment decontamination and glassware cleaning and preparation necessary for the field operation;
- C Develop and implement a site work plan detailing required field activities, including sample collection and analysis, sample preparation and packaging, chain-of custody requirements, and decontamination procedures;
- C Provide field sampling support that includes:

1. QA/QC sampling and studies at Superfund sites, as well as other sites where EPA is authorized to perform field activities; and/or
2. Sampling associated with field analyses; and/or
3. Sampling and field analysis as described in Section C above; and/or
4. Sampling associated with biological testing and assessment support specified above.

D. Field Warehouse Operations Support:

The contractor shall perform the following activities required for the operation of the field warehouse:

- C Receive and log requests for field equipment. Requests shall come from EPA personnel, contractors, and other official users. Prepare equipment request forms; acquire EPA approval to release the equipment; define operational conflicts; supply all necessary paper work and operating instructions; and prepare equipment for pick-up, shipment, or delivery. Clean and return ice chests to the appropriate locations or originators. Keep the equipment storage room and field warehouse area neat and orderly in accordance with appropriate approved SOPs. Inform the task order project officer (TOPO) when expendable supplies have reached the minimum stock levels defined by the TO and require replacement.
- C Receive and log-in returned equipment. Evaluate returned items for cleanliness and operational defects. Clean and restock the returned items in accordance with SOPs.
- C Maintain/update field equipment usage and readiness records. Equipment usage and status shall be tracked by completing calibration records, log books, equipment check-out forms, and updating databases at a minimum.
- C Maintain an Equipment Readiness Schedule which would require periodic calibration and other checks to assure that field equipment is kept in a "ready state" for use. Where equipment is found to be non-functional, the contractor shall appropriately label the equipment and notify the TOPO. The Contractor shall prepare any equipment in need of repair for shipment.
- C Prepare SOPs for completing equipment readiness and calibration procedures for use by ESAT personnel as approved by EPA.
- C Maintain and update SOPs for each unit or type of equipment.

- C Maintain manuals, instructions, and other documents in support of field equipment. This shall include assuring that all applicable supporting documentation is available for the field equipment.

E. Laboratory Support Functions:

The contractor shall perform the following laboratory support functions:

- C Routine analytical laboratory instrumentation and/or equipment (including associated computers) set up, preparation, testing, and maintenance activities. This shall also include performing routine maintenance tasks required for proper operation of analytical equipment as described in the instrument operational manual. Instrumentation includes GCs, GC/MS, HPLC, ICP/AES, ICP/MS, GFAA, AA flame, IC, auto-analyzers (e.g., LACHAT, Technicon), pH meters, balances, filtration apparatus, distillation equipment, continuous liquid-liquid extractors, or any other instrumentation which is assigned to ESAT to perform analysis on a routine basis. Such instrumentation shall be identified on a regional basis;
- C Set up and maintenance activities necessary to perform the analysis of assigned samples;
- C Laboratory glassware washing in accordance with rigid, regional QA/QC requirements specified in TOs and referenced SOPs. The contractor shall complete all washing, drying and preparation activities and place clean glassware in the designated storage areas within time frames that assure an adequate inventory of clean glassware. Glassware cleaning, washing, and soaking procedures may require the handling and/or use of concentrated and/or diluted acids (e.g., hydrochloric acid, sulfuric acid) or bases (e.g., sodium hydroxide, hydrogen peroxide). The use and operation of commercial dishwashers and hot-air ovens may be required;
- C General clean up activities including bench tops; instrument tops; and fume hood cleaning to assure that all glassware washing areas, and other areas where the contractor performs work, are maintained in a clean and orderly manner;
- C Sample custodial duties, such as:
 1. Accept and log in environmental samples arriving at the regional laboratory.
 2. Enter sample information into an electronic and hardcopy Laboratory Information Management System (LIMS) and generate sample tracking sheets for distribution to analyst in accordance with TO instructions and SOPs.
 3. Consolidate electronic and hardcopy analytical data, for each analytical batch analyzed, into a

single electronic and/or hardcopy file.

4. Maintain, update, and track analytical batches scheduled for analyses.
- C Perform support activities relating to the disposal of environmental samples in accordance with the sample disposition and disposal SOPs. These activities include the storage of analyzed samples in the appropriate refrigerators, tracking of samples due for disposal, obtaining the reports/results of the analyses for the samples to be disposed, review results to determine type of waste and the appropriate mechanism for disposal, physical transfer of used samples and waste generated by the preparation and analyses of samples to the appropriate containers, completing the information on the sample disposal sheets after sign-off, and notification to the designated EPA personnel that samples are ready for disposal;
- C File reports and project folders received from laboratory chemists in the location designated by the TOPO. The contractor shall archive project folders and retrieve files, as necessary;
- C Develop and maintain analytical methods and procedures, including laboratory SOPs. The contractor may be required to develop SOPs for new analytical methods, analytes, or matrices, as well as review, evaluate, and revise existing SOPs.
- C Perform the following technical support functions:
1. Testing and evaluation of instrumentation, related software, and analytical procedures and methodologies. The contractor may be required to verify acceptable performance of analytical methods and instrumentation and the adequacy of QA/QC procedures;
 2. In a case where existing Government approved test methods cannot be employed in the analysis of a sample, the Contractor shall prepare a testing plan for the approval of the Government. In performing the analysis, the Contractor shall not deviate from the approved plan without the express consent of the Government. Following the successful completion of the non-routine analysis, the contractor shall deliver a report describing the actual processes used. The report shall discuss the viability of these procedures for performing similar analyses in the future and provide alternative procedures that might be employed taking into account such factors as timeliness, cost, and effectiveness;
 3. Analysis of performance evaluation and other QA-related samples in accordance with SOPs; respond to on-site audits.
 4. Preparation and shipment of QA/QC samples;

5. Performance of safety related laboratory support tasks, such as checking of bench hood air flow, laboratory eye washes, safety showers and other safety equipment and requirements in accordance with federal, state, and local health and safety requirements.
6. Performance of environmental compliance and pollution prevention tasks in accordance with federal, state, and local requirements (e.g. chemical inventory, solvent recycling, collection and preparation of laboratory generated waste for disposal).

F: Deliverables:

The contractor shall submit the data obtained in performing the activities under this task area, reports necessary to present the data, and other required documents and reports, applicable to the specific task. The deliverables shall be submitted in the format and time frames specified in the TOs and referenced SOPs, for the specific activity.

Deliverables for sample analytical tasks shall include a complete data package with appropriate electronic files which includes any or all analytical and QC documentation as defined by the TO and/or SOP. Revisions to the final data package will be requested through a TDF. The contractor shall make the required changes and resubmit the data package in accordance with the TO/TDF.

Deliverables for other laboratory support functions shall include a report of results with supporting data, draft SOPs and/or analytical methodologies, and/or completed data forms and logs, as applicable to the specific tasks and as detailed in the TOs.

Deliverables for field analytical support and field biological support shall include a site work plan or other documentation of readiness, submitted prior to the initiation of any field activities, as required in the TO. Upon completion, the contractor shall submit a complete data package which includes any or all analytical and QC documentation, including related forms; a site report, detailing the work performed; field notes; and other necessary documentation, in accordance with the TOs and referenced SOPs.

Deliverables for laboratory biological activities shall include a complete report of results with supporting data, in accordance with TOs, referenced methods, and referenced SOPs.

The Agency may periodically request the submission of electronic storage media (e.g., GC, GC/MS) from the contractor for a specific case or period of time in order to accomplish electronic media or data tape audits.

TASK AREA II: DATA REVIEW

The contractor shall perform technical review of organic, inorganic, dioxin, and other analytical data to assess data quality and completeness.

A. Data Validation:

The contractor shall perform data review activities required to validate data from the following sources: CLP, regional laboratory contracts, EPA regional laboratory, potentially responsible parties (PRPs), EPA field contractors, and other sources. This shall include data review for the regional data validation oversight program. The contractor shall not conduct data validation of its own data generated under this contract or from any other of the contractor's own analytical laboratories or subsidiaries.

The contractor shall provide a quality assurance data review of data packages and electronic deliverables (e.g., diskettes, CD-ROM) using the following documents and requirements:

- C CLP, Regional data review SOPs, and national and regional Data Validation Functional Guidelines /Guidance (e.g. may include dioxins and explosives);
- C Standard CLP Routine Analytical Services (RAS) contract protocols and performance requirements;
- C Streamlined or tiered data validation protocols provided by the Agency;
- C Individual regional contract laboratory protocols and performance requirements;
- C Regional sampling/project plans;
- C Regional performance evaluation (PE) program guidance;
- C Task order requirements.

The contractor shall examine the package to determine if required data and documentation are present. If information is missing, the contractor shall immediately notify the TOPO, through an interim deliverable listing the information required to complete the data validation.

B: Electronic Data Review/Validation:

The contractor shall perform electronic validation of deliverables (e.g., diskettes, CD ROM) or data packages using/resulting from electronic validation assessment software provided by the EPA, in accordance with the regional SOPs, TO and/or software documentation. The contractor shall follow the procedures described in the software program and SOPs to validate data electronically on organic/inorganic data packages designated for electronic assessment/validation.

Upon completion of an electronic validation, the contractor shall submit the required data validation report (electronic or hard copy) to the TOPO within the time frames specified in TOs. When revisions or corrections are required, data packages will be returned to the contractor with written directions indicating the necessary revisions/corrections in accordance with a TDF. The contractor shall make the necessary revisions/corrections and re-submit the data validation report to the TOPO. The contractor shall update an electronic tracking system if required under the task order. The contractor shall transfer electronic data as specified in the TO.

C: Collection and Tabulation of Data:

The contractor shall produce reports summarizing statistical information concerning data reviews. Typical statistical information covered by such reports shall include numbers of samples for which data were rejected or estimated and numbers of rejections/estimations by fraction (volatiles, semivolatiles, Pesticide/PCBs, dioxins, metals, cyanide, or other parameters). The contractor shall statistically quantify the reasons for qualification or rejection of data. Typical factors to quantify the data may include surrogates, holding times, calibration, contamination, identification, internal standards, temperature/preservation, % moisture, volatile head space, matrix spike recovery, and duplicates audit.

D: Deliverables:

For all data review tasks, the contractor shall prepare and submit to the TOPO a report, detailing results of the data review.

When revisions or corrections are required, the TOPO will return the data package to the contractor with written instructions through a TDF, indicating the necessary revisions/corrections. The contractor shall make the necessary revisions/corrections and re-submit the data package to the TOPO.

TASK AREA III: ANALYTICAL LOGISTICAL SUPPORT

The contractor shall provide analytical logistical support to field, analytical, quality assurance, and Regional Sample Control Center (RSCC) activities as specified in task orders. The contractor shall:

- C Exchange information based on EPA written procedures, with CLP and Non-CLP users;
- C Coordinate/facilitate tracking the flow of CLP and other analytical data/documents;
- C Manage, track, and maintain sample and QA-related data, chain-of-custody documentation, sample log-in data, and task-related documents;
- C Receive and track various sample analyses projections;
- C Inventory the Complete Sample Delivery Group File (CSF). (This does not include contacting contract laboratories.);
- C Maintain databases (input/output) related to analytical logistics, such as the EPA non-CLP analytical tracking database and the individual Regional LIMS;
- C Track, package, and ship samples; return coolers;
- C Track requests and analytical information on RAS performed by CLP and other external analytical sources;
- C Receive and enter Regional laboratory information into a regional database system (e.g. LIMS) to support sample scheduling and tracking of internal analytical requests, laboratory assignments, sample shipments, and data review logistics;
- C Notify field contractors of laboratory assignments;
- C Generate and/or distribute chain-of-custody, traffic report forms, electronic field sheets and sample tags. This may include using EPA developed sample tracking software, (e.g., Forms II Lite);
- C Distribute data packages to data validators;
- C Acquire and track status of samples from receipt of request, sample analysis, data validation and archiving of data. Track status of data packages to include due dates, lateness, data validation reports, missing sample data, PE samples and field QC samples.

- C Archive/retrieve analytical and QA-related data. Prepare data packages, reports, and other documents for storage in accordance with EPA requirements and SOPs at EPA facilities which may include EPA acquired off-site facilities. Physically lift, move, and transport boxes of data and/or reports to EPA off-site facilities for data storage/archiving purposes as needed. Prepare boxes for archiving in accordance with regional SOPs.
- C Receive and track data, documents, and responses from Regional CLP and non-CLP laboratories. Distribute Regional CLP and non-CLP laboratory data and related documents, electronically when possible.
- C Provide computerized drafting support to field sampling and analysis investigations. Process and enter analytical data and its associated location information into a GIS or EMAP environmental system, necessary to display analytical data source maps and tables. Generate source maps using ARCINFO, AUTOCAD, or other commercially available software.

Deliverables and Schedule

The contractor shall prepare and submit reports associated with the above list of tasks as per appropriate regional TO/SOPs. These reports shall include the following:

- C Weekly reports indicating data packages processed and status
- C Non-CLP tracking reports

TASK AREA IV: QA/QC SUPPORT

A: Preparation and Review of Biological Assessments:

The contractor shall prepare and/or review biological data and assessments, including ecological risk assessments, biodiversity assessments, and endangered species assessments. The contractor shall research and review applicable regulations, guidance documents, data calculations, species-specific reference toxicity values, literature, and database references, as well as statistical analysis of data. Site visits and meetings may be required to obtain the necessary information to complete the required review or assessment.

B: Preparation and Review of QA Project Plans and Sampling and Analysis Plans:

The contractor shall review QA project and/or sampling and analysis and other work plans, and related documents, and provide technical comments to EPA. The contractor shall prepare QA project and/or sampling and analysis plans for EPA, other governmental, and ESAT conducted projects only, but not for other contractor's projects.

The contractor shall select alternate study designs, develop hypothesis testing and uncertainty analysis, and perform data assessment from both a graphical and statistical standpoint. The statistical support shall include various techniques such as geostatistics, kriging and the design and analysis of spatial and temporal sampling, and modeling development from multivariates. The support must be consistent with how EPA is implementing their QA program from a data collection standpoint as referenced in the following documents: EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans; EPA QA/G-9: Guidance for the Data Quality Assessment: Practical Methods for Data Analysis; and EPA QA/G-4HW: Guidance for the Data Quality Objectives Process for Hazardous Waste Sites.

C: Develop and/or Review Analytical Methodologies:

The contractor shall provide technical support in the development and/or review of analytical methodologies, SOPs, and protocols, including technical specifications for new or non-CLP methods, and related QA activities. This shall require that the contractor perform research on specified topics, including search of literature in pertinent technical journals and publications, obtain information from the scientific communities, and access and download information on the Internet. The contractor shall provide a report of its research, addressing all specified issues and presenting comments regarding the applicable analytical methods.

D: Review, Preparation, and Revision of Other Analytical and QA-Related Documents:

The contractor shall provide technical support to EPA in the review, development, and/or revision of QA-related documents as specified in TOs. These documents may include SOPs, procedural documents, scopes of work, operating guidelines, analytical summaries and tables, functional guidelines, and data validation manuals. The contractor shall conduct scientific and technical review on EPA SOPs, manuscripts, data compilations, review articles, technical papers prepared for journal publication, and scientific/technical products.

E: Other QA Support:

The contractor shall provide the following other QA-related support:

1. Preparation and tracking of QC audit samples;
2. Evaluation of specialized computer systems to be utilized to perform or support task-related activities, such as loading existing analytical data into EPA supplied software and generating reports or conducting electronic data assessments/validation;
3. Development and assessment of specialized sampling procedures at hazardous waste sites, e.g. in cases where established procedures are inadequate for the prescribed/indicated analytical protocol; and
4. Review and assessment of field screening and fixed laboratory confirmational data and split sampling data to determine data comparability.

F. Data Validation Review

The contractor shall perform data review for the regional data validation oversight program. The TOPO will assign cases for review and specify the scope of review through TDFs. The contractor shall review the information in accordance with the SOPs and guidance referenced above to determine if the data validation report and accompanying documents are in accordance with the appropriate SOPs and guidance.

G. Technical Support to EPA for laboratory/Field Review

The contractor shall provide technical support to the EPA in the review of CLP, non-CLP, PRP, and state laboratory performance in the analysis of samples for EPA environmental programs and in the review of PRP, state, and field contractor performance of field sampling/analytical activities. This technical support may require the contractor to review and track applicable documents and electronic media to determine if laboratory and/or field activities have been performed in accordance with EPA-approved requirements and specifications. The contractor may be required to provide on-site technical support to EPA at designated laboratories or sites, if approved in advance by the CO.

H. Deliverables:

The contractor shall submit to the applicable TOPO and project officer (PO) documents prepared and a complete report of its review of documents and data performed under this Task Area, in the format specified. This may require the submission of electronic deliverables, data tables, notes of meetings and site visits, and research materials and/or references. The contractor may be required to summarize document revisions. At times, multiple copies of documents/deliverables may be required. The contractor shall revise and resubmit documents in accordance with EPA requirements specified in TDFs.

The contractor shall comply with the requirements of the clause, SPECIAL REPORTING REQUIREMENT: REGULATORY ASSISTANCE, when preparing deliverables for this task.

TASK AREA V: OTHER TASK-RELATED ACTIVITIES

The contractor shall perform the following activities which are necessary to support EPA QA and analytical-related programs, consistent with this contract SOW:

A. Attendance at Specialized Technical Training:

The contractor shall attend EPA-specific training required to perform work under this contract SOW. This may include training in EPA-specific computer systems and software, LIMS and regional LAN systems and EPA-specific SOPs, protocols, and methodologies.

Contractor employees may be required to obtain EPA certification of proficiency prior to performing any work, for which EPA deems that such certification is necessary.

B. QA and Analytical Training:

The contractor shall provide training to EPA, states, other governmental agencies, and their contractors in clearly defined, task-related areas, such as training in data review protocols, electronic data validation procedures, and QA guidance and processes. The contractor shall develop and prepare training materials for the approval by the TOPO, PO, or QA officer.

The contractor shall provide training to EPA personnel only for the purpose of transferring knowledge of a specific analytical or QA technique or technology obtained in the performance of work under this contract.

C. Attendance at Conferences and Meetings:

The contractor shall attend conferences or meetings in order to support specific tasks included in the SOW. This shall include activities such as attendance at a conference to give a technical presentation and attendance at meetings to obtain information necessary to perform tasks included in the SOW or to present information obtained in performing a task-related function.

D. Implementation of Team Quality Assurance Program:

The contractor shall implement a quality assurance program in accordance with its Quality Management

Plan (QMP) and TO-specific Quality Assurance Project Plans (QAPPs) for each Region served by the contractor. The contractor shall submit a QMP to the PO, for review and approval by the PO and the Quality Assurance Manager. The QMP shall describe the contractor's organizational quality management policies, processes, roles and responsibilities, and be developed according to "EPA Requirements for Quality Management Plans" (EPA QA/R2). For TOs which involve the generation of environmental data, the contractor shall submit to the PO a QAPP as required by the TO. The QAPP shall be developed according to "EPA Requirements for Quality Assurance Project Plans" (EPA QA/R-5). The contractor shall incorporate in the QMP and QAPP any changes required for EPA approval. The contractor shall annually review and if necessary update the QMP to reflect any changes and provide a copy to the PO for approval. EPA quality assurance guidance documents are located at http://es.epa.gov/ncercqa/qa/qa_docs.html.

4. GENERAL REQUIREMENTS

EPA Regions are defined in the attachment entitled “EPA Regions”.

The contractor shall comply with all EPA policies and Standard Operating Procedures (SOPs) including adherence to Regional Quality Management Plans (RQMPs), QA/QC Project Plans (QAPPs), Sampling and Analysis plans (SAPs), chain-of-custody requirements, laboratory SOPs, data validation requirements, environmental compliance and health and safety requirements. The contractor shall comply with EPA Order 5360.1 CHG 1, and all future revisions, *Policy and Program Requirements for the Mandatory Agency-wide Quality System*, which provides requirements for the conduct of quality management practices, including quality assurance (QA) and quality control (QC), for all environmental data collection and environmental technology programs performed by or for EPA.

The contractor shall develop SOPs to ensure that all information is handled in a confidential manner. These SOPs shall be provided for EPA review, comment, and approval. All SOPs developed under this contract become property of the Agency. All SOPs required in the performance of this contract shall be approved by the Contracting Officer.

The contractor is ultimately responsible for complying with all Federal, state, and local governmental work rules and regulations.

The contractor may be required to transmit and receive certain information from various EPA programs and contractor organizations, such as: the Contract Laboratory Analytical Services Support (CLASS); Sample Management Office (SMO); the Quality Assurance Technical Support (QATS); the organizations providing sample and data management; and quality assurance support to the Analytical Operation/Data Quality Center (AOC) and Contract Management Center (CMC); and Regional field sampling/analytical contractors. Contractor interaction with these activities will be determined by the Project Officer (PO) or Contracting Officer (CO) in Task orders. Such interaction is for the purpose of communicating information only and does not include providing direction to or receiving direction from other EPA offices or contractors.

Computer and computerized word processing systems provided by and used by the contractor in performance of this contract shall be compatible with EPA systems. Electronic deliverables shall be in a format compatible with the formats in place at the EPA region requesting the deliverable.

ESAT ACRONYMS

AA - Atomic Absorption
AOC – Analytical Operations/Data Quality Center
CLASS - Contract Laboratory Analytical Services Support
CLP - Contract Laboratory Program
CMC - Contract Management Center
CO - Contracting Officer
CSF - Complete Sample Delivery Group File
DNAPL - Dense Non-Aqueous Phase Liquids
DQO - Data Quality Objectives
EPA - U.S. Environmental Protection Agency
ESAT - Environmental Services Assistance Team
FASP - Field Analytical Support Program
GFAA - Graphite Furnace Atomic Absorption
GPS - Global Positioning Systems
HPLC - High Pressure Liquid Chromatography
ICP/AES - Inductively Coupled Plasma - Atomic Emission Spectrometry
ICP/MS - Inductively Coupled Plasma - Mass Spectrometry
GC - Gas Chromatography
GC/HRMS -Gas Chromatography/High Resolution Mass Spectrometry
GC/MS - Gas Chromatography/Mass Spectrometry
LIMS - Laboratory Information Management System
NAPL - Non-Aqueous Phase Liquids
OERR - Office of Emergency and Remedial Response
PE - Performance Evaluation
PO - Project Officer
PRP - Potentially Responsible Party
QA - Quality Assurance
QAPP - Quality Assurance Project Plans
QA/QC - Quality Assurance/Quality Control
QATS - Quality Assurance Technical Support
QMP - Quality Management Plan
RAS - Routine Analytical Services
RQMP - Regional Quality Management Plans
RSCC - Regional Sample Control Center
SAP - Sampling and Analysis Plans
SAS - Special Analytical Services
SIM - Selected Ion Monitoring
SMO - Sample Management Office

SOP - Standard Operating Procedure

TDF - Technical Direction Form

TO - Task Order

ATTACHMENT 2

REPORTS OF WORK

REPORTING REQUIREMENTS

The following reports shall be prepared by the contractor and distributed to the designated recipients in accordance with each specified requirement. Times are specified in calendar periods. Reports submitted under this contract shall cite the contract number in addition to identifying the Environmental Protection Agency (EPA) as the sponsoring agency.

A. Monthly Technical Progress Reports:

The contractor shall submit a monthly technical progress report for the ESAT work team operations to the Project Officer and the Contracting Officer within seven (7) days after the end of each calendar month.

The monthly progress report shall provide status of contractor work shall be organized by task area within each Task Order (TO). Discrete batches of work within each TO, defined and numbered by EPA, shall be tracked within each TO by listing the appropriate numbers and activity. For each TO, the report shall delineate TO activities completed during the month. Activities shall be referenced by TO and the TO's discrete individual activity number. The status of the activities shall be indicated, including: Whether the activity is new, in process or completed; if completed, was the required delivery date met; and, how many hours were expended in the activity. The report shall include a discussion of problems relating to any task area or specific TO activity, the impact on performance and/or delivery, corrective action taken and resolution.

The monthly report format (both progress and financial reports) shall be designed by the contractor and the first report submitted to the Project Officer within fifteen (15) days after the end of the first contract calendar month period. The Project Officer will notify the contractor of any changes needed after delivery of the first report and issue approval of the report format. Once approved by the EPA, this format shall be followed monthly. Any deviations/changes shall be approved by the Project Officer.

B. Monthly Financial Reports:

The contractor shall submit a monthly financial report for the ESAT work team to the Project Officer and Contracting Officer within seven (7) days after the end of each calendar month.

The monthly financial report shall be submitted concurrently with and integrated with the monthly Technical Progress Report, and shall contain the following information from ESAT work team operations:

a. Identification and narrative: Contractor's name, subcontractor's name (if applicable), EPA contract number, region, date and reporting month. Narrative shall describe any unusual or unforeseen costs incurred during the reporting period and shall discuss the status of costs incurred and hours utilized versus budget and hour projections, both in a cumulative manner and specific to the reporting period.

b. For each TO, broken out by task area and discrete individual activity number and summarized for all TO's - actual technical hours and non-technical hours worked as well as actual labor costs incurred during the reporting month. For completion type TO's this information will be used for gathering historical data. Note: Non-technical hours, such as: Clerical and Corporate assistance shall be broken out and reported separately.

c. For each TO (broken out by task area) and summarized for all TO's, funds expended for other direct charges (ODC's) during the reporting month, reported by item. All charges shall be reported by type (reproduction, lab supplies, office supplied, etc.), and by description (vendor, individual traveler, etc.). At the Project Officer's request, copies of vendor invoices for all purchases of supplies and equipment for all charges shall be provided.

d. Cumulative hours worked and labor costs, reported by task order, labor category and task area, expended from the effective date of the contract through the last day for the reporting period. Non-LOE hours are to broken out and summarized separately.

e. Cumulative funds expended for other direct costs, by TO (broken out by task area), from the effective date of the contract through the last day of the reporting period.

f. Cumulative funds expended from the effective date of the contract through the last day of the reporting period. Include a cumulative incurred costs per direct labor hour average computation and compare the result to the cumulative average costs per direct labor hour derived from the estimated cost of the contract.

g. Estimated costs and direct labor hours to be expended during the next reporting period.

h. Estimated travel costs/destination to be expended during the next two reporting periods. Estimated travel costs/destination incurred but not yet invoiced to EPA. Actual travel costs/destination billed to the EPA for the reporting period by TO. Indicate if charges are complete or if trailing costs are outstanding. For estimated trailing costs indicate when outstanding charges will be billed to the EPA.

i. Comparison of costs incurred and direct labor hours utilized to contractor's budget projections for task order completion.

j. Funded balance remaining by task order as well as contract ceiling.

k. The number hours expended for each individual separately numbered batch of analyses shall be divided by the number of analyses in the batch and reported as labor hours/analysis for work completed during the month on each task order.

1. The fully burdened hourly rates shall be factored into the calculations for (j.) above and labor cost/analyses shall be computed and reported for each batch of analyses completed during the reporting period.

C. Monthly Program-Specific and Site-Specific Cost Accounting Reports:

The contractor shall be responsible for maintaining records and reporting all contract costs by EPA Superfund Program accounting numbers, specifically by site and TO. Site-specific accounting shall be done in accordance with the requirements set forth in the contract. Site-specific or other accounting numbers will be on the task order documents or supplied with discrete individual activity numbers. These financial reports shall be submitted on a monthly basis concurrently with the invoice for financial reimbursement. Site-Specific reports are to be submitted on standard letter size paper.

The contractor shall be responsible for maintaining records and reporting all contract costs incurred by EPA Program. Program specific accounting shall be broken down by number of active task orders, current and cumulative labor hours, current and cumulative labor costs, other direct costs and total costs.

D. Quality Assurance Plans:

In addition to the Quality Management Plan required in the solicitation, the contractor shall prepare Quality Assurance Project Plans (QAPP) as directed in individual task orders. Quality Assurance plans shall comply with the following reference documents:

ANSI/ASQC E4-1994, *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs*, American National Standard, January 1995, or most recent revision.

EPA QA/R-2, *EPA Requirements for Quality Management Plans*, Interim Final, November 1999, or most recent revision.

EPA QA/R-5, *EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations*, Interim Final, November 1999, or most recent revision.

All requirements/guidance documents incorporated by reference therein.

As necessary, QA plans shall be updated by the contractor to reflect changes in procedures. Such additions/changes shall be subject to Project Officer approval.

E. Technical Reports:

Documents/reports required in the performance of contract activities shall be submitted by the contractor as designated in EPA issued task orders.

F. Health and Safety Plans:

The contractor shall prepare a Health and Safety Program Plan, based on EPA Regional Health and Safety Plans or other written EPA Health and Safety guidelines and comply with State and Federal requirements. A copy of the Health and Safety Plan shall be submitted to the Project Officer within sixty (60) days following contract award. If revisions are necessary during contract performance a copy of the revised Health and Safety Plan shall be provided to the Project Officer within thirty (30) days of implementation.

All hazardous site related activities conducted in the field at Superfund or other sites (such as with a FASP unit) shall require a separate site specific Health and Safety Plan. Copies of the contractor Site Specific Health & Safety Plans shall be submitted to the Project Officer as specified in individual task orders.

Health and Safety Plans shall be prepared in accordance with all applicable Federal, State, and Local laws and regulations and shall be consistent with EPA Regional policies.

G. Property Reports:

Property Reports shall be prepared as specified in Section G of the contract.

H. Other Reports:

Other reports not specifically identified in this attachment may be required as specified in individual task orders issued under the contract.

Report Distribution Addresses:

- (1) Project Officer
- (2) Administrative Contracting Officer
- (3) Task Order Project Officer

All reports shall be delivered to the Project Officer. Copies of all reports shall be delivered to the Contracting Officer. Task Order specific reports shall be delivered as specified in the task order.

ATTACHMENT 3

GOVERNMENT FURNISHED PROPERTY

Government Furnished Property List is provided separately as a Lotus123 Spreadsheet.

ATTACHMENT 4

GOVERNMENT FURNISHED PROPERTY - SHARED

Government Furnished Property - Shared List is provided separately as a Lotus123 spreadsheet.

THIS FILE WILL BE PROVIDED IN AMENDMENT 0001.

ATTACHMENT 5

GOVERNMENT FURNISHED SPACE

CONTRACTOR SPACE FOR ESAT IN REGION 4
ATHENS AND ATLANTA LOCATIONS

The following is a listing of locations within the US EPA, SESD in Athens and Regional Office in the Atlanta Federal Center in Atlanta designated for contractor use.

U.S. EPA, Region 4
Science and Ecosystems Support Division
980 College Station Road
Athens, Georgia 30605

U.S. EPA, Region 4
Waste Management Division
Atlanta Federal Center
100 Alabama Street, S.W.
Atlanta, Georgia 30303

U.S. EPA, SESD Field Equipment Center
395 Commerce Boulevard
Bogart, Georgia 30622

Location	Room Number	Task Area	Size (Sq. Ft)	Contract Personnel
US EPA, SESD	E106	Semivolatile Prepration	672	1
US EPA, SESD	E100	XRF, Semivolatile Screening GC	504	2
US EPA, SESD	D109	VOA/GC/MS, VOA Screening GC	462	2
US EPA, SESD	B104	Cubicle	108	1
US EPA, SESD	A100P	Office	256	2
US EPA, SESD	F114	Culture Laboratory	792	1*
US EPA, SESD	E113	Metals Preparation Laboratory	528	1
US EPA, SESD	B106	PM2.5 Air Laboratory	644	3*
US EPA, SESD	F106	Soil/Sediment Laboratory	672	2*
Field Equip. Center	NA	Field Equipment Decontamination & Storage	11,583	1 - 2*

Atlanta Federal Center	NA	Cubicle	80	1
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* Provided for with buy-in dollars other than Superfund.

The contractor will also need to provide space within the Athens, Georgia area in order to provide services in all task areas described in the statement of work.

ATTACHMENT 6

INVOICING INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page __ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travellers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive

payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 7

ANNUAL ALLOCATION FOR NON-SITE SPECIFIC COST

INSTRUCTIONS FOR
PERFORMING
THE ANNUAL ALLOCATION
OF NON-SITE-SPECIFIC COSTS

Program and Cost Accounting Branch
Financial Management Division
Office of the Comptroller

SECTION I

INTRODUCTION

OVERVIEW

CERCLA, as amended by SARA, authorizes EPA to recover all response costs associated with cleaning up hazardous waste sites. A large portion of EPA's response costs consists of payments to response action contractors. In order for these costs to be adequately supported in cost recovery litigation against the potentially responsible party, a defensible, logical and supportable accounting methodology must be in place that can assign costs to specific sites.

The site-specific portion of the contract costs are accounted for by EPA on a site-specific basis. However, contractors' non-site-specific costs are accounted for in a general account and must be allocated to the sites in order to be recovered. This guidance provides a logical and equitable methodology for the distribution of these non-site-specific costs to specific sites. This effort is called Annual Allocation. Completion of Annual Allocation reports by the response action contractors will result in the inclusion of all appropriate costs in the cost recovery effort.

This document has been prepared by the Program and Cost Accounting Branch (PCAB) of the Financial Management Division. It provides instructions to contractors on how to perform the annual allocation. EPA recognizes that each contract may feature unique situations which may not necessarily be addressed in these instructions. In such cases, the contractor should contact PCAB (Tina Van Pelt, 202-564-4984) for guidance.

DEFINITIONS OF TERMS

Capital Equipment - equipment with a unit cost of \$5,000.00 or more and with a useful life greater than 1 year.

Direct Site Costs - costs which are attributable to a specific site.

End of Contract costs - costs incurred to shut down a contract - usually occur at the end of the contract. End of contract costs may include such items as equipment removal costs and maintenance.

Program management - contract specific costs and fees incurred for the management of the specific EPA contract as a whole.

Non-site activities - costs incurred for activities not charged to specific sites. Examples include training of state personnel, calibrating EPA-owned equipment, and participating in general meetings and/or conferences. Non-site activities are broken down into two broad categories: program-wide and site-support. (See definitions below.)

Pre-SSID costs - costs incurred in connection with particular locations at which a Site/Spill Identifier (SSID) has not been assigned. Also known as Sites without SSIDs or 'ZZ' costs.

Program-wide non-site activities - costs incurred for activities which support the overall Superfund program. The costs are global in nature and purpose and are **not** eligible for distribution to sites. Examples of program-wide activities include training given by the contractor for EPA employees, training to first responders, training of state personnel, and attendance at conferences held to discuss general Superfund issues.

Site-support non-site activities - costs incurred for those activities other than program management and fees which relate to, support, and/or benefit the sites worked on by the contractor in the aggregate, but which cannot be accounted for readily on a site-specific basis. Examples include training for contractor employees working on sites, equipment maintenance, calibrating EPA-owned equipment, tracking and inventory, and a conference or meeting held to discuss issues related to sites the contractor worked on.

SSID - Site/Spill Site Identifier - specific two character alpha-numeric designation for each site within a region. The SSID number is the last two digits in the EPA accounting system's 10 digit account number used to track all costs incurred on the site.

Start-up Costs - cost of efforts and activities incurred early in the contract term whose benefits extend for the entire contract period. Examples may include recruitment and relocation of staff, preparation of the contract work plan, establishment of a quality assurance program and certain equipment purchases.

"00" costs - synonymous with "non-site-specific" costs. These are costs which are attributable to more than one site or the program. Examples include program management and fees, equipment, start-up costs, end-of-contract costs and all non-site activities. The "00" represents the last two digits in the EPA 10 digit account number.

GENERAL REQUIREMENTS

The Annual Allocation process results in the contractor allocating all program management costs; fixed, base and award fees; and some non-site activity costs to sites and activities the contractor worked on during the fiscal year. The contractor submits an allocation report, along with supporting attachments, to the Program and Cost Accounting Branch (PCAB) of the Financial Management Division (FMD). The amount included in the annual allocation report is the sum of the invoices paid for work performed during the Federal fiscal year, i.e., October 1 - September 30.

The Contractor shall provide EPA within 120 days after the end of the fiscal year the total amount of all invoices paid for the annual allocation period, separating Superfund and non-Superfund costs which will be reconciled by EPA and a letter confirming the total amount paid will be sent to the contractor. The contractor should provide two copies of the draft report within 60 days after the letter confirming the invoice amounts are provided to the contractor. The contractor may elect to combine all costs for FY 1986-FY 1991 on one allocation report. Otherwise, each fiscal year's costs should be allocated separately.

When the contract performance period ends at other than the end of the FY, the contractor shall provide the invoice listing 120 days after submission of the last invoice following contract expiration.

Draft and Final Reports

The contractor should first submit the draft reports to PCAB. PCAB has created a lotus spreadsheet for use by the contractor for the preparation of this report. PCAB will review the drafts, notify the contractor in writing of any necessary corrections and request submission of a final report. Two copies of the final report are due to PCAB 30 days after receipt of written notice from EPA. The contractor shall provide, as part of the final report, a signed statement certifying that the final report data accurately reflects the costs distributed to each site and is supported by the contractor's accounting records. Additionally, the contractor shall submit a Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format.

The annual allocation report submission includes the following:

Required Reports:

- Listing of all invoices paid during the Federal fiscal year (with invoice numbers and amounts) broken out between Superfund and non-Superfund appropriations

- Summary of Allocation
- Master Allocation Schedule (Attachment A)
- Statement of Allocation Methodology
- Certification of Contractor's report - (final report only)

Required, if applicable:

- Schedule of Start-up Costs (Attachment B)
- Schedule of Capital Equipment Depreciation (Attachment C)
- Schedule of Non-Site Activities (Attachment D)

Allocation Methodology

Annual Allocation is a multi-step process that distributes the costs of program management, regional management, base and award fees and other non-site specific expenses to sites and program-wide activities on a pro-rata basis. The distribution of costs is based upon benefits received or support provided by the activities.

The preferred allocation method is the distribution of non-site costs based on a percentage of total costs. However, the contractor may request an alternative method, subject to approval by the Financial Management Division.

In preparing each year's annual allocation report, the contractor should determine whether any amounts invoiced and paid by EPA during the year relate to prior fiscal years, e.g., indirect cost adjustments. If the amount of such payments are material, the contractor should prepare a separate allocation schedule for those amounts.

SECTION II

ANNUAL ALLOCATION OF NON-SITE COSTS

ANNUAL ALLOCATION PROCESS

This section describes EPA's preferred annual allocation method. The examples included are designed to incorporate most situations. Certain contracts may not have all types of costs, or activities listed. If so, enter "N/A" on the schedule and proceed to the next step.

The allocation package submitted by the contractor should provide the information shown on the Summary of Allocation Schedule along with the information in Attachments A, B, C, and D. Attachment A is the master schedule and summarizes information from the other attachments. In a sense, Attachment A is similar to Internal Revenue Service Form 1040, and the other attachments equate to Schedules A, B, etc.

The information provided on the Summary of Allocation should be triple spaced to allow for the addition of account codes by EPA. Sufficient supporting documentation enabling EPA to verify the accuracy of the allocation must be submitted as required by the contract clause. Attachments A, B, C, and D of the instruction package provide examples of adequate supporting documentation.

The instructions provided below follow a format which flows from Attachment A to each of the supporting attachments B, C, and D.

Step 1 - Reconciliation of Amount Paid

The first step in the annual allocation process is the determination of the amount paid for work performed during the government fiscal year. The contractor will provide the amounts paid for work performed during the fiscal year to EPA who will reconcile it to our system and send a letter confirming the total amount paid. The amount paid represents Superfund monies only. Non-Superfund monies are not considered in this allocation unless they are greater than 5% of the total amount paid. The contractor should provide paid amounts from their records separating Superfund from non-Superfund. For this step, assume the contractor provides a paid amount of \$270,000. An example of the reconciliation is shown below:

Contractor provided invoice listing:

<u>Inv.#</u>	<u>Pd. of Performance</u>	<u>Total Paid</u>	<u>Non- Superfund Paid</u>	<u>Superfund Paid</u>	<u>Date Paid</u>
		<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	
1	10/1/88-10/30/88	\$5,000	\$0	\$5,000	12/15/89
2	11/1/88-11/31/88	11,000	1,000	10,000	1/15/89
3	12/1/88-12/31/88	18,000	0	18,000	2/15/89
4	1/1/89-1/31/89	21,000	1,000	20,000	3/15/89
5	2/1/89-2/28/89	26,000	2,000	24,000	4/15/89
6	3/1/89-3/31/89	22,000	0	22,000	5/15/89
7	4/1/88-4/30/88	15,000	1,000	14,000	6/15/89
8	5/1/88-5/31/88	24,000	3,000	21,000	7/15/89
9	6/1/89-6/30/89	22,000	2,000	20,000	8/15/89
10	7/1/89-7/31/89	22,000	0	22,000	9/15/89
11	8/1/89-8/31/89	35,000	1,000	34,000	10/15/89
12	9/1/89-9/30/89	31,000	1,000	30,000	10/15/89
15	10/1/88-9/30/89	<u>31,000</u>	<u>1,000</u>	<u>30,000</u>	11/15/89
		\$283,000	\$13,000	\$270,000	

There are three important pieces of information in the above example. The first important piece of information is the period of performance and date paid. It is the government fiscal year - October 1 through September 30. Note that the invoices provided represent work performed during the government fiscal year. When the phrase "*amount paid for work performed*" is used, the government fiscal year is the period of work performed. Invoices paid after the end of the fiscal year that pertain to the fiscal year such as indirect cost rate adjustments and previously suspended costs should be included in the listing for that year as shown by invoice #15.

The second important piece of information is the paid amount. The contractor amounts show \$283,000 paid by EPA. The contractor may have billed more but EPA only needs to know the amounts actually paid because the annual allocation process uses the Superfund amount **paid** for work performed, not the amount **billed**. Third, note the breakout of Superfund from non-Superfund dollars since PCAB is recovering only Superfund monies through the Annual Allocation process of \$270,000 which is what is shown on the Attachment A as the total Superfund amount paid. The \$283,000 represents superfund and other appropriations that may receive a portion of the program management. Unless the non-Superfund portion exceeds 5% of the total annual expenditures, the contractor may exclude the non-Superfund portion from the annual allocation report. In our example, \$13,000 of non-superfund charges is less than 5% of the \$283,000 total amount paid so is therefore excluded from the Attachment A.

Once the contractor submits this invoice listing, EPA will reconcile it against our accounting system and will contact the contractor if there are any discrepancies, otherwise we will provide a letter stating the agreed upon Superfund amount paid. The contractor then has 60 days to complete the annual allocation report.

Step 2 - Identification of Site-Specific Costs

The next step in the annual allocation process is the identification of the site-specific costs paid for work performed during the fiscal year. The site-specific costs include those sites with EPA SSIDs and those without EPA SSIDs. This information will be entered on *Attachment A, Master Allocation Schedule*.

Sites with EPA SSIDs

For sites assigned an EPA SSID, enter the following information by region and by site number on Attachment A, Line 1, Description:

- 3** EPA SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number assigned by EPA.
- 3** Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.
- 3** State - the two-letter State abbreviation.
- 3** Amount Paid - under Column A, the sum of the amounts directly reported for each site on each invoice or site-specific attachment submitted and paid for the annual allocation period. This includes any pre-SSID costs redistributed to the site during the year.

Sites without EPA SSIDs

For sites not assigned an EPA SSID, enter the following information by region and by Site on Attachment A, Line 2, Description:

- 3** Sites without SSIDs - the pre site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit pre-SSID number (ZZ) assigned by EPA.
- 3** Amount Paid - under Column A, the sum of the amounts reported for each pre-SSID site on each invoice or site-specific attachment submitted and paid for the annual allocation period. Pre-SSID costs are summarized by region.

The Attachment A example illustrates the procedures for entry of cost information for Sites with EPA SSIDs and Sites without EPA SSIDs. For example, Region 1 Sites with EPA SSIDs, show \$15,000 identified as costs for the Picillo site (0101) and \$25,000 for the Fletchers Paint Mill site (01A2). For Region 1 Sites without EPA SSIDs, there is an \$8,000 amount reported under the SSID "01ZZ." The costs for sites reported under the "ZZ" identifier shall not include any pre-SSID costs which were previously redistributed to the sites during the year.

Subtotal Superfund Site Costs

In Column A, subtotal the amounts from Column A, Line 1 for Sites with EPA SSIDs and subtotal the amounts from Column A, Line 2 for Sites without EPA SSIDs.

Step 3 - Reassignment of Pre-SSID Costs

Note: if the contractor does not have this category of costs, note this on Attachment A and proceed to the next step.

The purpose of this step is to reassign any pre-SSID costs paid for work performed during the fiscal year that are not reflected in the Sites with EPA SSIDs costs identified in the previous step. For these costs, the redistribution will be identified on Attachment A, Column B.

During the year, the contractor may have performed effort at sites which had not been assigned an EPA SSID. The costs for this effort were charged to the pre-SSID account during the year. In many instances, a unique SSID is subsequently assigned to these sites, and the cost of work initially performed and billed is properly reassignable to a specific site.

In the Attachment A example, \$2,000 is being reassigned from the Region 1 pre-SSID amounts to two Region 1 sites. Based upon contractor records, \$1,000 was incurred and paid at each of these two sites before an EPA SSID was established. These amounts are not reflected in the Sites with EPA SSIDs totals from the previous step. In order to reflect the total site specific amount for these two sites, the \$1,000 per site needs to be reassigned from the pre-SSID amounts to the site amounts.

On Attachment A, Line 2, Column B, a credit of \$2,000 is entered for that line item. The reassigned amounts of \$1,000 for each site are then entered on the appropriate lines in Line 1, Column B. After all reassignments are made, sum the totals of Column A and Column B for each site and pre-SSID item and enter the sum on Attachment A, Column C for the respective site and pre-SSID amount.

Step 4 - Identification of Non-Site Costs

The purpose of this step is to identify the non-site costs and the types of activities they represent. The non-site costs can be classified into one of five major categories:

- 1) Program Management - contract activities associated with the management and administration of the contract as a whole. For region specific contracts, there will be one category of Program Management. For Zone or National contracts, Program Management may be broken down into two subcategories - Regional Program Management and National Program Management. Program Management costs will be entered onto Attachment A in Step 5.
- 2) Start-up Costs - activities incurred generally in the first year and associated with efforts benefiting the entire contract term, e.g., quality assurance plans. Start-up costs will be entered onto Attachment A in Step 6.
- 3) Capital Equipment - equipment with a unit cost of \$5,000.00 and greater and a useful life of greater than one year. Capital equipment costs will be entered onto Attachment A in Step 7.
- 4) Non-Site Activities - activities under the contract, other than program management, start-up, or end-of contract, which are not site-specific. These activities can be broken down into two sub categories:
 - ! Site-Support Non-Site Activities - payments for activities which relate to, support, and/or benefit the sites worked on by the contractor; or
 - ! Program-Wide Non-Site Activities - payments for activities which support the overall Superfund program beyond the sites worked on under this contract; they are global in nature and purpose. These costs will **not** be allocated to sites in the annual allocation process.

For further information on non-site activities, refer to the next page. Non-site activities will be entered on Attachment A in Step 8.

- 5) Non-Superfund Costs - costs for contract tasks funded from EPA appropriations other than Superfund; e.g., Abatement, Control, and Compliance, Research and Development, or Lust monies. Non-Superfund costs are not included in this allocation.

The contractor should evaluate the types of non-site costs that were billed and paid for work performed during the fiscal year and place them in one of the five categories identified above. In the next five steps, these amounts will be identified on supporting schedules and entered on Attachment A as applicable. Once the costs have been entered onto Attachment A, the appropriate non-site costs will be allocated to sites and activities.

Description of Non-Site Activities

There is no comprehensive list of site-support non-site activities and program-wide non-site activities. The determination of a site-support activity or a program-wide activity is based upon the purpose of the activity itself. A general definition with some examples will provide sufficient guidance for the contractor to identify which of the non-site activities represent site-support activities and program-wide activities.

Site-Support Activities - Activities undertaken for the purpose of specifically assisting in, or supporting the contractor's site response actions, are considered site-support activities. Listed below are some activities which are generally considered to be site-support activities:

- Project planning costs for a multi-site work assignment
- OSHA safety training for site employees
- Site equipment training
- Development of CERCLA site standard operating procedures (SOPs)
- Development of CERCLA site quality assurance plans
- Review CERCLA site sampling procedures

Program-Wide Activities - Activities which are general in nature and are performed for reasons other than supporting site response actions are considered program-wide activities. If the activity benefits the Superfund, or EPA as a whole, it should be considered a program-wide activity. A few examples of program-wide activities are provided below:

- Review of EPA sampling procedures
- Preparation of SOPs for CERCLA and Clean Water sites
- Preparation of the Annual Allocation Report
- Attendance at a General Superfund Environmental Conference
- CERCLA Title III evaluations
- End of contract activities

The examples given above are certainly not an exhaustive list. However, to summarize the general guidelines and concepts of the examples listed above: if the activity supports or benefits the site response actions worked on under the contract, the activity should be considered a site-support activity; if the activity benefits the Superfund or EPA as a whole, the activity should be considered a program-wide activity.

Step 5 - Program Management Costs

The purpose of this step is to enter program management costs onto Attachment A, Master Allocation Schedule. In step 4, the amount of program management costs was identified. Depending on the area of coverage of the contract, there may only be one category of program management. For Zone or National contracts, there may be two categories -- regional and national program management. Enter the amount of national program management, or contract program management, identified in Step 4 on Attachment A, Line 3, Columns A and C. If the contractor has regional program management, enter the amount of regional program management, by region, on Attachment A, Line 4, Columns A and C.

In the Attachment A example, \$25,000 has been identified as national program management as indicated in Line 3, Columns A and C. Attachment A also shows regional program management of \$10,000 and \$7,000 for Regions 1 and 2, respectively, in Line 4, Columns A and C.

Step 6 - Start-Up Costs

Note: If there are no start-up costs associated with this contract, note this on Attachment A and proceed to the next step.

Start-up costs consist of the cost of efforts and activities incurred and paid for whose purposes and benefits extend for the entire contract period. Examples may include the recruitment and relocation of staff, preparation of the contract work plan, establishment of a contract quality assurance program, and calibration of equipment. Start-up costs typically will have been charged to the contract as program management.

Any start-up costs incurred during this annual allocation period were identified in Step 4. In Step 6, the total start-up costs applicable to this period will be identified and incorporated into the annual allocation process.

Attachment B, Schedule of Start-Up Costs, is the schedule used to determine start-up costs applicable for this annual allocation period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Fiscal Year Incurred** - enter the Federal fiscal year for this annual allocation period.
- C) **Start-Up Costs** - enter the amount of start-up costs incurred and paid by each annual allocation period (fiscal year) of the contract. Also enter the amount of start-up costs incurred and paid this annual allocation period on Attachment A, Line 5, Column A.
- D) **Number of Years Allocated** - enter the number of years over which the start up costs will be allocated (amortized). Generally, this represents the number of years remaining on the contract. The amortization should be based upon a straight-line or percentage of level-of-effort basis. In this example, a straight-line amortization of five years (the life of the contract) is used for illustrating the amortization. Another Start-up amortization methodology that PCAB recommends is the ratio of current year level of effort expended over total LOE allowed (including option years) on the contract. This method would ensure 100% recovery in case LOE was used faster than expected.
- E) **Amount Amortized Each Year** - the amount of start-up costs amortized in this annual allocation period, by fiscal year. This fiscal year amount (straight-line method) is

determined by dividing the amount identified in the Start-Up Costs column by the amount in the Number of Years Allocated column.

- F) **Total Amount to be Allocated This Annual Allocation Report** - the total of all costs in the column, Amount Amortized Each Year. Enter this amount on Attachment A, Line 5, Column C.

In the Attachment B example, the contract began in FY 1987. During FY 1987 the contractor incurred and was paid for \$25,000 of start-up costs. These start-up costs will be amortized over the five-year life of the contract on a straight-line basis. To complete this schedule, the FY 1987 start-up costs of \$25,000 are entered on the first line of the schedule in accordance with Steps B-E above. For FY 1988, no start-up costs were incurred or paid. A zero is entered in the start-up costs column. In the current year, FY 1989, there were no start-up costs incurred or paid. A zero is entered in the start-up costs column. For this annual allocation period, \$5,000 of start-up costs is being amortized and included in the annual allocation. The \$5,000 represents the amortized portion of the start-up costs incurred and paid in FY 1987. This amortized portion is entered on Attachment A, Line 5, Column C.

Step 7 - Equipment

Note: If there are no equipment costs, please note this in Attachment A and proceed to the next step.

Cost-reimbursed equipment represents capital equipment with a unit price of \$5,000.00 or greater and a greater than 1 year useful life. The cost of this capital equipment should not be allocated to sites during a one-year period, but rather, depreciated over its useful life. The preferred depreciation basis is an actual usage basis or straight-line method. If the contractor has another accepted accounting method of equipment depreciation, that procedure may be substituted for the straight-line or actual usage basis.

This schedule applies only to non-site-specific capital equipment. Expendable equipment or capital equipment purchased and consumed at a site (and paid as a site-specific cost by EPA to the contractor) should not be included on this schedule.

Any new capital equipment costs incurred during this annual allocation period were identified in Step 4. In this step, the capital equipment costs purchased during this annual allocation period will be entered on Schedule C, Schedule of Capital Equipment Depreciation, and the total capital equipment depreciation applicable to this period will be identified. The total capital equipment depreciation applicable to this period includes the depreciable amount of capital equipment purchased this annual allocation period plus the applicable depreciation of capital equipment purchased in previous annual allocation periods.

Attachment C, Schedule of Capital Equipment Depreciation, is the schedule used to determine capital equipment costs applicable for this period. The information on this schedule will be used for all annual allocation periods. The following information should be entered on the schedule:

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Date Charged to Contract** - enter the month and year the equipment was charged to the contract for all equipment items depreciated this annual allocation period.
- C) **Capital Equipment** - enter the name of each capital equipment item.
- D) **Purchase Price** - enter the amount charged to the contract for each capital equipment item. For equipment items purchased this annual allocation period, compute and enter the total amount billed and paid and enter that amount on Attachment A, Line 6, Column A.

- E) **Useful Life** - enter the useful life of the equipment. If the straight-line depreciation method is used, enter the useful life in number of years. If an actual usage basis is used, enter the actual usage unit; i.e., number of hours, number of days, etc. The useful life may extend beyond the term of the contract.
- F) **Beginning Balance** - enter the amount of undepreciated equipment costs. For equipment purchased in previous fiscal years, this amount will be the Ending Balance (See H) in the previous year's annual allocation report. For equipment purchased this fiscal year, the amount will be the purchase price.
- G) **Depreciation Amount** - the depreciation amount to be allocated this annual allocation period. This amount represents the purchase price (D) divided by the useful life (E). For this report, assume no residual or salvage value.
- H) **Ending Balance** - enter the amount of undepreciated equipment cost. This amount represents Beginning Balance (F) less Depreciation Amount (G). This amount is carried over to the next annual allocation report.
- I) **Total Amount to be Allocated in this Annual Allocation Report** - sum the amounts entered into the Depreciation Amount Column (G). Enter that sum on Attachment A, Line 6, Column C.

In the Attachment C example, the straight-line depreciation method was used for all equipment items. In the example, there are three capital equipment items, each purchased in a separate fiscal year and initially reported in a separate annual allocation period.

Entries for Items A - D are self-explanatory. In this example, Step D results in the entry of equipment purchased during this annual allocation period on Attachment A, Line 6, Column A.

The entry for Useful Life (E), may be somewhat difficult to determine. The contractor's own experience should be used in setting the useful life. However, the contractor may rely on manufacturer estimates or specifications. If the manufacturer does not publish useful life figures, or a standard industry useful life has not been established, use the standard IRS depreciation tables for useful life.

The entries for the Beginning Balance (F) represent the remaining balance of depreciation at the beginning of the annual allocation period. The Gas Chromatograph has a purchase price of \$80,000 and a beginning balance of \$48,000. The gas chromatograph was purchased in FY 1987. The current annual allocation period is for FY 1989. There have been two annual allocation reports prior to this year. The difference between the purchase price and the beginning balance of \$32,000 represents the depreciation included in the two

prior years' annual allocation reports. The same holds true for the mobile lab. The mobile lab was purchased in the prior annual allocation period. Therefore, the beginning balance represents the purchase price less one year's depreciation amount. The third item shown, Tractor, was purchased in this annual allocation period. The purchase price and the beginning balance are the same.

The Depreciation Amount (G) represents the Purchase Price (D) divided by the Useful Life (E). In this example, number of years were used. Also in this example, there is no proration of the depreciation amount for purchases made during the fiscal year. As an example, the Tractor was purchased in November 1988. It was used for eleven months of this annual allocation period. The depreciation for this annual allocation period is one-third of the total purchase price, or one of the three years' useful life, not 11/36 of the purchase price. If the contractor chooses to depreciate the equipment based upon the number of months available during the fiscal year, that is an acceptable practice. However, this example uses the full year basis.

The Ending Balance (H) represents the Beginning Balance (F) less Depreciation Amount (G). For the FY 1990 annual allocation report, this amount would be entered into the Beginning Balance column (F) for all equipment items depreciated during the FY 1990 annual allocation period.

Attachment C provides the total amount to be allocated for this annual allocation period in Step I. The amount is the sum of the amounts entered into the Depreciation Amount (G) column. Total the amounts entered in this column and enter the amount on Attachment A, Line 6, Column C.

This example shows the straight-line depreciation method for equipment depreciation. If the contractor has another acceptable accounting procedure for depreciation, that procedure can be used. The resulting schedule may appear in a different format than presented in the example. However, the basic information should still be presented.

Step 8 - Non-Site Activities

Note: If there are no non-site activities, please note this in Attachment A and proceed to the next step.

Non-site activities represent efforts and activities which either support contractor site response actions or support the Superfund program as a whole. The non-site activities can be efforts generated by separate contractual instruments (Work Assignments, Technical Directive Documents, Delivery Orders, etc.) or general components of the general non-site portion of the contract.

Attachment D, Schedule of Non-Site Activities, is the schedule used to identify and list the activities by site-support activities or program-wide activities. In Step 4, these activities were identified. Activities should be grouped and listed by allocability type and area of applicability.

- A) **Schedule Heading** - complete the heading for this schedule by entering the fiscal year of the annual allocation, contractor name, and contract number.
- B) **Determination of Allocability** - enter the allocability determination for each identified activity as either site-support or program-wide.
- C) **Area of Applicability** - enter the sites, or grouping of sites, over which the costs will be allocated; i.e., Region 1 sites, all sites, or not allocable. For region specific contracts, all sites would be entered for site-support costs.
- D) **Description of Activity** - enter the description of the non-site activity. The description should provide for a complete description of the activity.
- E) **Amount of Activity** - enter the amount of the non-site activity.
- F) **Amount to be Allocated This Annual Allocation Report** - Sum the non-site activities by Area of Applicability (C) and by Determination of Allocability (B). For site-support activities, enter the amount on Attachment A, Line 7, Column A and Column C. For program-wide activities, enter the amount on Attachment A, Line 8, Column A and Column C.

In the Attachment D example, there are examples of the two types of non-site activities. First, there is \$55,000 of site-support costs. These site-support costs are further broken down into regional activities, \$25,000 of Region 1 site-support activity and \$30,000 of Region 2 site-support activity. These amounts are entered onto Attachment A, Line 7, Columns A and C, for each respective region. Second, there is a total of \$22,000 of

program-wide activities and these costs are identified as not allocable. This amount is entered onto Attachment A, Line 8, Columns A and C.

Step 9 - Non-Superfund Costs

Certain Superfund response action contractors may perform efforts other than Superfund activities. These efforts are paid from other than the Superfund appropriation. The annual allocation process deals with Superfund monies only as shown in the invoice listing. Unless the non-Superfund monies are greater than 5% of the total contract, do not include non-Superfund monies in this annual allocation report.

Step 10 - Summary of Amounts

Sum all of Attachment A, Column A and enter that total on Attachment A, Line 9, Column A. This amount should equal the amount identified in Step 1. If it does not, please re-check your figures. In the Attachment A example, this amount equals \$270,000.

Sum Attachment A, Column C and enter that total on Attachment A, Line 9, Column C. This is the universe of costs used in this annual allocation period, including site specific amounts, Pre-SSID amounts, and amounts eligible for allocation. In the Attachment A example, this amount equals \$268,000

With these final entries, the annual allocation process can begin. The next four steps provide an illustration of the annual allocation process for each of the allocable costs: program management, start-up costs, equipment, and site-support activities.

Step 11 - Allocation of Program Management Costs

Program management costs are allocated to all sites with and without EPA SSIDs, non-site activities, and other non-Superfund efforts. The allocation should be based upon a method which equitably reflects the benefits provided by the program management.

In this example, a modified cost base is used for the allocation of program management costs. Also, two types of Program Management costs are included in this example - National Program Management and Regional Program Management. All contracts may not have both types of program management, but this instruction document is designed for all types of contracts and may have examples or illustrations which do not apply.

Program management is allocated to the sites and activities based upon the percentage of the particular site or activity's costs to the total cost of all sites and activities. Please note that equipment is not included in the allocation base. Generally, equipment does not receive the same level of support that sites and other activities receive. Because the support provided would not reflect the causal/beneficial relationship, equipment is excluded.

An example is provided below on the allocation to an EPA SSID site. The allocation to other sites and activities is performed in the same manner.

Program Management Allocation

Formula:

$$\text{Program Management Amount} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$25,000 \times \frac{\$16,000}{\$205,000} = \$1,951$$

In the example shown above, the Program Management amount of \$25,000 is identified on Attachment A, Line 3, Column C. This is the amount to be allocated.

The site or activity amount, in this example the SSID amount for the Picillo Site (0101),

equals \$16,000 - the amount shown in Attachment A, Line 1, Column C. This amount includes the \$15,000 of site costs plus the \$1,000 of pre-SSID costs reassigned to the site in Step 3.

The allocation cost base of \$205,000 (the total shown in Column C of \$268,000 less the \$25,000 of Program Management Costs and the \$38,000 of Equipment Costs) represents the sites and activities which receive a portion of allocated program management. The allocable share of \$1,951 is entered on Attachment A, Line 1, Column D for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column D on the corresponding line. Enter a credit to the Program Management amount in the amount of \$25,000 on Attachment A, Line 3, Column D.

Allocation of Regional Program Management Costs

The allocation of regional program management costs is similar to the allocation of program management costs shown above, except it is on a regional level. The regional program management costs are allocated to all sites and activities in that region.

Regional Program Management Allocation

Formula:

$$\text{Regional Program Management Amount} \times \frac{\text{Site or Activity Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$11,220 \times \frac{\$17,951}{\$81,903} = \$2,459$$

In the example shown above, the Region 1 Program Management amount of \$11,220 represents the sum of the Regional Program Management identified on Attachment A, Line 4, Column C of \$10,000 plus the \$1,220 allocable share of Program Management costs identified in Column D.

The site or activity amount, in this case the SSID amount for the Picillo Site (0101), equals \$17,951. The SSID amount includes the \$16,000 shown on Attachment A, Column C plus

the allocable share of Program Management costs of \$1,951.

The total regional cost base of \$81,903 represents all sites and activities in Region 1. This amount includes the total amount of site costs both with SSIDs (\$17,951 for Picillo and \$29,171 for Fletchers Paint Mill) and pre-SSIDs (\$6,732) and the Region 1 site-support costs (\$28,049), including any previous allocations of costs (Program Management Costs). If there were regional start-up costs, these amounts would also be included in the total regional cost base. In this example, start-up costs are considered contract-wide costs. Regional program management costs are allocated to region-specific costs only. From the calculation above, the allocable share for Site 0101 is \$2,459 and is entered on Attachment A, Line 1, Column E for this site. Repeat this calculation for all other sites and activities. The allocable share for each site or activity is entered on Attachment A, Column E on the corresponding line.

Step 12 - Allocation of Start-up Costs

The allocation of start-up costs proceeds in the same manner as program management costs. The start-up costs are allocated to all sites and activities which receive a benefit from the start-up costs.

In this example, start-up costs are allocated to all sites and activities, excluding equipment. The contractor may be able to identify start-up costs to specific sites, regions, equipment, or activities. If the contractor has kept records in such a manner, the start-up costs should be allocated in accordance with the benefits provided by the start-up costs. The example below provides the basis for allocating the start-up costs to all sites and activities, excluding equipment:

Start-up Cost Allocation

Formula:

$$\frac{\text{Start\&up Cost Amount}}{\text{Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Allocation Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$5,610 \times \frac{\$20,410}{\$224,390} = \$ 510$$

In the example shown above, the start-up cost amount of \$5,610 represents the sum of Columns C, D, and E, of Line 5 (\$5,000, \$610, and 0, respectively). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,410 - the sum of the amounts shown in Columns C, D, and E, of Line 1 (\$16,000, \$1,951, and \$2,459, respectively). The Total Cost Base is \$224,390 which represents all costs from Column C of \$268,000 (because start-up costs are allocated to all sites and activities, excluding equipment) less the start-up cost amount of \$5,610 and equipment of \$38,000. The allocable share of \$510 for site 0101 is entered on Attachment A, Line 1, Column F for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column F on the corresponding line.

Step 13 - Allocation of Capital Equipment Costs

Capital equipment costs are allocated to those sites and activities which receive a benefit from the equipment. The preferred method of allocating capital equipment costs to sites and activities is on a direct usage basis; i.e., as capital equipment is used on each site or activity, those costs are captured and identified with that specific site or activity. This method would result in the most equitable cost accounting treatment of capital equipment costs. However, other allocation procedures may be used if they provide a sound cost accounting treatment of capital equipment costs. The allocation of capital equipment costs should be based upon a procedure which results in the equitable allocation of costs and is based upon information from the contractor's accounting system. For this example, the straight-line depreciation method is used.

Capital Equipment Cost Allocation

Formula:

$$\frac{\text{Capital Equipment Cost Amount}}{\text{Cost Amount}} \times \frac{\text{Site or Activity Amount}}{\text{Total Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,000 \times \frac{\$20,920}{\$230,000} = \$3,456$$

In the example shown above, the capital equipment cost amount of \$38,000 represents the sum of the Capital Equipment line item, Columns C, D, E, and F (\$38,000, \$0, \$0, and \$0, respectively, because capital equipment does not receive any allocations). The site or activity amount, in this example the SSID amount for the Picillo Site (0101), equals \$20,920 - the sum of the amounts shown in Columns C, D, E, and F (\$16,000, \$1,951, \$2,459, and \$510, respectively). The Total Cost Base amount equals \$230,000 and represents all costs of \$268,000 (because in this example capital equipment costs are allocated to all sites and activities) less the capital equipment cost amount of \$38,000. The allocable share of \$3,456 for site 0101 is entered on Attachment A, Line 1, Column G for this site. Repeat this calculation for all other sites and activities. The allocable share for all sites and activities is entered on Attachment A, Column G on the corresponding line.

Step 14 - Allocation of Site-Support Costs

Site-support costs represent those activities which support site response actions in the aggregate, but by their nature cannot be accounted for on a site-specific basis. In this example, all site-support costs are region specific costs. Site-support costs may also be contract-wide costs, i.e., allocated to all sites on the contract. The allocation of site-support costs is shown below:

Site-Support Cost Allocation

Formula:

$$\text{Site Support Cost Amount} \times \frac{\text{Regional Site Amount}}{\text{Total Regional Cost Base}} = \text{Allocable Share}$$

Allocation of Costs:

$$\$38,089 \times \frac{\$24,376}{\$73,130} = \$12,696$$

In the example shown above, the Region 1 site-support cost amount of \$38,089 represents the sum of the Site-Support line item, Columns C, D, E, F, and G (\$25,000, \$3,049, \$3,842, \$797, and \$5,401 respectively).

The Regional Site Amount, in this example the SSID amount for the Picillo Site, 0101, equals \$24,376 - the sum of the amounts shown in Columns C, D, E, F, and G (\$16,000, \$1,951, \$2,459, \$510, and \$3,456, respectively).

The Total Regional Cost Amount is \$73,130 and represents all Region 1 site costs - sites with EPA SSIDs (\$24,376 for Picillo and \$39,613 for Fletchers Paint Mill) and Pre-SSID costs (\$9,141), including any allocations incorporated in Columns D, E, F, and G. The allocable share of \$12,696 for site 0101 is entered on Attachment A, Line 1, Column H for this site. Repeat this calculation for all Region 1 sites and activities. The allocable share for other sites is entered on Attachment A, Column H on the corresponding line. Repeat these same calculations for Region 2 until all site-support costs are allocated to sites.

Step 15 - Completion of Master Allocation Schedule

The purpose of this step is to complete Attachment A, Master Allocation Schedule by summarizing the allocation. Attachment A is completed by adding the amounts entered in Columns D, E, F, G, and H for each site and activity and entering the sum in Column I. These amounts represent each site's and activity's total share of allocated costs. The Column I site totals are then forwarded to the Summary Allocation Schedule.

All amounts shown on Attachment A, Master Allocation Schedule, are whole dollars. EPA prefers the amounts shown in this format. Because the amounts are shown in whole dollars and there are numerous calculations, some rounding differences will occur. The rounding difference can be shown as a separate line item, or, as in this example, is simply incorporated into the schedule.

Step 16 - Summary of Allocated Amounts

The purpose of this step is to summarize the amounts allocated to site response effort (Sites with EPA SSIDs and Pre-SSID Costs) on the Summary of Allocation. The allocated amounts represent the entries in Columns D through H on the Master Allocation Schedule.

The Summary of Allocation should be completed as follows:

- 1) Identify sites by region
 - ! SSID - the unique site/spill identifier number consisting of a two-digit region code (representing EPA regions 01 - 10), and a two-digit site/spill number which is assigned by EPA.
 - ! Site Name - the first twelve letters of the site name as it appears on EPA's SSID list.
 - ! State - the two-letter State abbreviation.
- 2) Within the region, list the Sites with EPA SSIDs - numbers first, then letters
- 3) After the identification of the Sites with EPA SSIDs, enter the Pre-SSID 'ZZ' line item
- 4) Enter the summary amount of allocated dollars by site from Column I on the Master Allocation Schedule onto the Summary of Allocation

The contractor shall submit the Summary of Allocation report on a 5 ¼ inch or a 3 ½ inch DOS computer disk in a Lotus 1-2-3 or ASCII format. The Allocation Schedule should be triple spaced. Two hard copies of the report should accompany the diskette submission.

SECTION III

EXAMPLES OF ANNUAL ALLOCATION SCHEDULES

SUMMARY OF ALLOCATION

ATTACHMENT A

ANNUAL SUMMARY OF SUPERFUND AND NON SUPERFUND DIRECT AND ALLOCATED COSTS

CONTRACT NUMBER:_____				Fiscal Year 1989								
NAME OF CONTRACTOR:_____												
ROW #	CATEGORY OF COSTS PAID			A	B	C	D	E	F	G	H	I
	S/S ID	SITE NAME	STATE	Paid Amount STEPS 2- 10	Pre-SSID Adjustments STEPS 2&3	Allocation Amounts STEP 4	Program Management	Regional Program Management	Allocation of Start-Up Costs	Equipment Costs	Site-Support Costs	Total Allocated Amounts
1	SITE SUPERFUND COSTS Sites with EPA S/S Ids											
	01A1	Picillo	RI	15,000	1,000	16,000	1,951	2,459	510	3,456	12,696	21,072
	01A2	Fletchers PA1	IA	25,000	1,000	26,000	3,171	3,996	829	5,617	20,632	34,245
	REGION I SUBTOTAL			40,000	2,000	42,000	5,122	6,455	1,339	9,073	33,328	55,317
	02B3	Caldwell Truc	NJ	33,000		33,000	4,024	2,945	999	6,769	24,692	39,429
	02C4	Sayreville LD	NJ	22,000		22,000	2,683	1,963	666	4,513	16,461	26,286
	REGION II SUBTOTAL			55,000	0	55,000	6,707	4,908	1,665	11,282	41,153	65,715
	SITES WITH SSID SUBTOTAL			95,000	2,000	97,000	11,829	11,363	3,004	20,355	74,481	121,032
	Sites without EPA S/S IDs (by Region)											
	01ZZ			8,000	(2,000)	6,000	732	922	191	1,296	4,761	7,902
2	02ZZ			3,000		3,000	366	268	91	615	2,245	3,585
	SITES WITHOUT SSID SUBTOTAL			11,000	(2,000)	9,000	1,098	1,190	282	1,911	7,006	11,487
	SITE TOTAL			106,000	0	106,000	12,927	12,553	3,286	22,266	81,487	132,519
	Program Management			25,000		25,000	(25,000)					
	Regional Program Management											
3	Region 1			10,000		10,000	1,220	(11,220)				
	Region 2			7,000		7,000	854	(7,854)				
4	Start-up Costs			0		5,000	610		(5,610)			
5	Equipment			45,000		38,000				(38,000)		
6	Site-Support Costs											
	Region 1			25,000		25,000	3,049	3,842	797	5,401	(38,089)	
	Region 2			30,000		30,000	3,659	2,677	908	6,153	(43,398)	

8	Program-Wide Activities	22,000		22,000	2,683		617	4,180		7,480
9	TOTAL Superfund costs	270,000	0	268,000	2	(2)	(2)	0	0	139,999

SUMMARY OF ALLOCATION

FISCAL YEAR 1989

CLEAN UP INC.

CONTRACT NUMBER 68-01-XXXXX

DESCRIPTION

Allocation to Sites with EPA SSIDs

SSID	SITE NAME	STATE	AMOUNT ALLOCATED	DCN	ACCOUNT NUMBER TO	ACCOUNT NUMBER FROM
0101	PICOLLO FARM	RI	21,073	(TO BE COMPLETED BY EPA)		
01A2	FLETCHERS PAI	NH	32,245			
02B3	CALDWELL TRUC	NJ	39,430			
02C4	SAYERVILLE LD	NJ	28,286			
SITES WITH SSID SUBTOTAL			121,034			

Allocation to Pre-SSID Sites

01ZZ	7,092
02ZZ	3,584
SITES WITH SSID SUBTOTAL	11,486

TOTAL ALLOCATED TO SITES

ATTACHMENT B

STEP 6

START-UP COSTS TO BE
ALLOCATED

Fiscal Year 1989

CONTRACT NO. _____

NAME OF CONTRACTOR: _____

Start-Up Costs	FY Incurred	Number of Years Over Which to be Allocated	Amounts to be Allocated	Year of Allocation	Amount Remaining
25000	1987	5	5,000	2nd	15,000
0	1988			N/A	0
0	1989			N/A	0
TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT:			5,000		
TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:					15,000

STEP 7

ATTACHMENT C

COST REIMBURSED EQUIPMENT COSTS TO
BE ALLOCATED

CONTRACT NO. _____

NAME OF CONTRACTOR:

Date Charged to Contract (month/year)	Capital Equipment	Purchase Price	Useful Life in Years	Beginning Balance	Depreciation Amount	Ending Balance
Jan. '87	Gas Chromatograph	\$80,000	5	\$48,000	\$16,000	\$32,000
Oct. '87	Mobile Laboratory	\$49,000	7	\$42,000	\$7,000	\$35,000
Nov. '88	Tractor	\$45,000	3	\$45,000	\$15,000	\$30,000

TOTAL AMOUNT TO BE ALLOCATED THIS ANNUAL REPORT:	<hr/> \$38,000
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TOTAL AMOUNT TO BE ALLOCATED IN SUBSEQUENT ANNUAL REPORTS:	<hr/> \$97,000
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STEP 8

Attachment D
Schedule of Non-Site Activities - FY 1989

CONTRACT NUMBER_____

NAME OF CONTRACTOR_____

Determination of Allocability	Area of Allocability	Activity Description	Dollar Amt.
site-support	Region 1 Sites	Worker safety training for regional personnel	25,000

		SUBTOTAL REGION 1 SITES	25,000
site-support	Region 2 Sites	Worker safety training for regional personnel	28,000
site-support	Region 2 Sites	NPL training	2,000

		SUBTOTAL REGION 2 SITES	30,000
			=====
		TOTAL ALLOCABLE ACTIVITIES	55,000
program-wide	Not allocable	Training of first responders	10,000
program-wide	Not allocable	Review State agency safety requirements	12,000
			=====
		TOTAL NON-ALLOCABLE ACTIVITIES	22,000

ATTACHMENT 8

SITE SPECIFIC INVOICING INSTRUCTIONS

SITE SPECIFIC INVOICING REQUIREMENTS
September 25, 1995

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for: Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; ie **123R1**, (if it requires more than one reclaim, invoices are to be numbered: 123R2, 123R3 etc.). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", ie **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", ie **146X**. For example:

Voucher	Original	Reclaim	Indirect cost	Audit
purpose	voucher	suspended	rate	adjustments
costs	adjustments			
Voucher number	123	123R1,	117Z	146X
		123R2..		

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.
2. A site specific detail attachment (**S/S Attachment**) to the invoice. All invoiced costs are separated into the following categories:
 - Sites with an EPA SSID, e.g. "01X3," one line per site should be used; [See description at item 2 page 3].
 - All other sites without an EPA SSID, e.g. "ZZ," one line per site should be used;
 - Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site work assignment, one line per work assignment;
 - Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve work assignments may submit a separate page for each work assignment [applying the same format] if so directed by the EPA project officer. The contractor shall use the invoice **s/s attachment** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause." to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Clause G12 within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the Chief, Superfund Accounting Branch, Financial Management Division at (202)260-9268.

EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: ***Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.*** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

Column No. Column Title

- 1 (Optional) Technical Direction Document (TDDs) or Work Assignment Number (WA) - The full WA number is provided by the applicable EPA contract manager, ie. the Work Assignment Manager. If the contractor is providing a separate page for each WA, the WA number may be placed in the upper left corner. Otherwise the work assignment or TDD numbers must be placed in this column.

- 2 Region/SSID- This four-digit code, i.e. ***01X3*** or ***A1X3***, consists of:
 - a. The first digit will always be a ***"0" ZERO***. Unless the region exceeds the use of two-digit sites; then the first digit will be an alpha, ie. "A", "B".. Thus the SSID will be ***A1X3***;
 - b. The second digit is the regional identifier, i.e. one (1) for Region I, two (2)for Region II etc. and zero (0) for Region X,
 - c. The third and fourth digits, representing the sites, are the last two digits of the four-digit SSID (***see 2.a***).
Example, if Region I sites did not exceed two digits, the Region/SSID will be 01X3; however, if Region I sites exceeded the two digits, the Region/SSID will be A1X3.

- 3 Action Code - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the work assignment (WA) or the technical direction document (TDD). However, for FY95 funding and before, the one-digit activity code may be used.
(Note- For FY 1995 and prior, it was called 'activity' code; from FY 1996 and forward, it will be called 'action' code).

- 4 Operable Unit - If an EPA SSID has been separated into operable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric designation of two digits. The operable unit number must be provided by the EPA contract manager, i.e. Work Assignment Manager, Project Officer...etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.

- 5 Site Name or Non-site Description - The name of the site, up to 28 characters. *When*

the site name exceeds 28 characters, use the first 28.

NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.

- 6 **Action Sequence Number** - The three-digit code used to represent the activities performed as given by "**CERCLIS III.**" This number will be provided by the WAM/Project Officer as he/she acquires it from "**CERCLIS III**". This three-digit code is provided via the work assignment (**WA**) or the technical direction document (**TDD**). **The Action Sequence Number will be available sometime during FY 1996.**
- 7 **IFMS line Reference** - Column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (**PO**). This three-digit line reference is found on the Invoice Approval Form (2550- 19T) .
- 8 **Invoice Number/Legend** - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine(9) must always be zero "00."
- 9 **Current/Adjustment Amount** - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSID's must be sorted by region and site within each region.
- 10 **Cumulative Charge** - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurring and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

Row Row Title

- 1 **Previous invoice site corrections; This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.** Only corrections or adjustments of site costs charged to previous invoices shall be listed in **Row 1**. The subtotal for all corrections or adjustments in this row should equal zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.
- 2 **Sites W/SSID;** Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, ie WAM, TDD or Project Officer (PO).
- 3 **Sites W/O SSID;** Costs associated with Superfund site-specific work where no SSID has been established "ZZ" accounts. Once the SSID is established, all "ZZ" costs associated with that site should be reclassified (adjusted from the "ZZ" to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)-- **Previous Invoice Site Correction**-- must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.
- 4 **Non-site Superfund;** Superfund non-site-specific costs, along with base and award fees, as described below.

Contract-wide Program Management - Technical and Administrative; For those contracts

requiring separate identification of technical and administrative program management such as ARCS. The respective amounts should be delineated in compliance with instructions provided either by the contract or WA. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the **Superfund Regional Management Branch, Superfund/RCRA Procurement Operations Division, Office of Acquisition Management (OAM)** at (202) 260-9158.

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management- Administrative."

Work Assignment Project Support; this line(s) shall include non-site-specific project support and management incurred with individual multi-site work assignments. The contractor should note that these costs should also be allocated to the sites under each respective work assignment as part of the annual allocation process. For further Guidance on annual allocation, contact the *Superfund Accounting Branch (SAB)* at (202) 260-9268.

Other Non-Site-specific Activities; If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (**Site Name/Non-site description**). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the **Chief, Superfund Accounting Branch at (202)260-9268**.

Base and Award Fees; Base and Award Fees **which are not** site-specific should be listed in this Superfund Non-site Section.

- 5 **Non-superfund**; All non-Superfund costs invoiced should be reported on the s/s attachment by appropriation such as Oil, RCRA...etc. These costs must be sorted by TDD/WA within each appropriation; as directed by the project officer.
- 6 **Total Invoice Amount**; This amount is the total of the costs listed in column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

- Provide one line per site or activity, sorted alpha/numerically and by Region.
- Page Formatting:
 - Upper Left Corner** - Contract Number, Delivery Order Number (if applicable), Invoice Number, and Work Assignment (optional).
 - Upper Right Corner** - Contractor Name and Invoice Period of Performance.
 - Bottom Left Corner** - Invoice Legend for previous invoice adjustments. This information may be provided as an enclosure to the s/s attachment if it could not be provided on the bottom left corner.
 - Bottom Right Corner** - Page number for the attachments, i.e. Page 1 of 7, 2 of 7, ...etc.

ATTACHMENT 9

MINIMUM STANDARDS FOR CONFLICT OF INTEREST PLAN

**MINIMUM STANDARDS FOR EPA CONTRACTORS'
CONFLICT OF INTEREST PLANS (COI) PLANS**

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI Plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI Plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company used to identify and report COI. Generally, a contractor's corporate COI Plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date and applicable CO for any previously approved COI plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. CORPORATE STRUCTURE

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to Contracting Officers when evaluating whether or not a contractor has a COI.

B. SEARCHING AND IDENTIFYING COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. DATA BASE

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all

available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities:

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed any other pertinent information
- (3) a list of the past sites (when applicable) on which the contractor has worked;
- (4) a list of the past sites (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of the work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. PERSONAL CERTIFICATION

At the minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employees certifications shall be retained by the company.

E. WORK ASSIGNMENT (WA), TECHNICAL DIRECTION DOCUMENT (TDD), OR DELIVERY ORDER/TASK ORDER (DO/TO) NOTIFICATION AND CERTIFICATION

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO/TO certification within 20 days or receipt of the work from EPA.

NOTE: WA/TDD/DO/TO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO/TO certifications.

F. ANNUAL CERTIFICATION

The COI Plan shall describe the process the company requires for submission of its annual certifications.

NOTE: Annual certification is NOT required if the contract contains an WA/TDD/DO/TO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certification.

G. NOTIFICATION AND DOCUMENTATION

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations (e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts).

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid,

neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. TRAINING

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. SUBCONTRACTORS' COI PLANS

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 10

PAST PERFORMANCE INFORMATION

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-HQ-00-10658 for On-Site technical support as an Environmental Services Assistance Team. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked each offeror to send Past Performance Questionnaires to its customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA, Attn: B.Stearrett (MD-3805R), 1200 Pennsylvania Ave. NW, Washington DC 20460, by (Proposal Closing Date).

If you are contacted by EPA for information on work we have performed under contract for your company or for clarification of your responses to the questionnaire, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to _____.

Sincerely,

PAST PERFORMANCE QUESTIONNAIRE

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror:

Contract Number:

Contract Title:

Contract Value:

Type of Contract:

Period of Performance:

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Cost Control (including accuracy of cost estimating)				
4. Effectiveness of Management (including subcontractors)				
5. Initiative in Meeting Requirements				
6. Response to Technical Direction				
7. Responsiveness to Performance Problems				
8. Customer Satisfaction				
9. Overall Performance				

9. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

10. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

11. Please identify any corporate affiliations with the offeror.

12. Would you do business with this firm again?

13. Information provided by:

Agency/Firm

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers

ATTACHMENT 11

TECHNICAL PROPOSAL INSTRUCTIONS

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS

You are advised to closely read the technical proposal instructions and evaluation criteria before preparing a technical proposal. The following sections provide further details regarding the written and oral portions of the technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team subcontractors.

Your technical proposal should be comprehensive and explicit. All qualifications, experience, and capability should relate to the services required by the Statement of Work (SOW). The offeror's approach to the following requirements must clearly demonstrate the offeror's ability to technically and administratively satisfy each tenet of each requirement and demonstrate the offeror's continued commitment to satisfy each requirement throughout the life of any resultant contract.

I. WRITTEN PROPOSAL**a. General Instructions**

Technical proposals shall be prepared using the following guidance:

1. Length

The maximum length of the written technical proposals shall be 50 pages on 8 1/2" x 11" paper, using no less than 10 point character size and no less than an average of 3/4" all around for margins. The following items are excluded from the above-stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, Quality Management Plan, briefing charts (maximum 20 pages of charts), and sample scenario summary sheets (maximum 3 pages per scenario) to be used in the sample scenario segment of the oral presentations. Resumes and Past Performance Questionnaires are not excluded from the above stated 50 page limitation. Foldout pages are considered as a part of the total number of 8 1/2 by 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear, and concise as possible in writing the proposal and to adhere to the page limitation.

2. Organization

The offeror's proposal and supporting documentation must provide a sufficient basis for a thorough evaluation of the proposal and provide the information needed to evaluate the proposal in accordance with the Evaluation Factors set forth in Section M. It is suggested that proposals be organized by technical evaluation criteria as follows:

1. Past Performance,
2. Technical Approach,
3. Personnel Qualifications,
4. Management Approach,
5. Quality Management Plan, and
6. Corporate Experience

3. Charts

Offerors are encouraged to use quantitative and graphical methods to portray facts, whenever possible, through the use of charts, lists, matrices, diagrams, and tabulations, etc.

4. Prohibition of Cost Data

All costs or pricing details **must** be omitted from the technical proposal.

5. Exceptions

Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained in the proposal. Please note that the Government anticipates making an award without discussions; therefore offerors are encouraged to provide their best proposal as their initial offer.

b. Specific Requirements of the Written Proposal

1. Technical Approach

Submit a copy of the briefing charts that will be used during the oral presentation and a summary of each sample scenario presentation (maximum 3 pages per scenario) as an attachment to the written technical proposal. Briefing charts submitted with the written portion must be photocopies of the view charts used during the oral presentation. Any substitution of charts will adversely affect the evaluation of the oral presentation.

2. Personnel Qualifications

Key Personnel - Provide resumes for "Key Personnel". For each key individual proposed, indicate the percentage of time the person will be able to devote to any resultant contract. The ESAT Program Manager is considered to be a "key person," additionally each offeror should identify other individuals considered key to the success of contract performance. The total number of proposed key personnel shall not exceed five individuals, including the Program Manager. Resumes must demonstrate that proposed personnel possess the qualifications necessary to successfully manage and perform the SOW. Key personnel should be senior people with appropriate credentials, who are capable of providing project management and review. Resumes for key people should provide information regarding education, experience (including dates of employment in each position) scientific or technical accomplishments, and total number of years and months of experience.

Staffing - Submit a Labor Category Mix Matrix for the first year of the contract, demonstrating how you plan to distribute the level of effort among the prime and subcontracting team by labor category. Define the minimum qualifications of each labor category proposed. Discuss how you plan to effectively meet the requirements of the contract through the roles and responsibilities of the team members. Provide a project organization scheme including identification of formal work groups and functional coverage. Demonstrate the ability to provide the required personnel and facilities specified in the RFP, either through in-house personnel or through subcontractors in the make-up of the team. Clearly identify the lead-time after contract award for becoming fully operational. Identify the percentage of personnel currently trained in health and safety procedures so as to be available for task orders early in the contract.

3. Past Performance

See the provision in Section L entitled "Past Performance Information."

4. Management Approach

The offeror shall submit a management plan that describes its approach to planning, organizing, and carrying out contract activities as presented in the SOW to ensure effective, efficient, timely and responsive support. Discuss your ability to integrate the complex tasks of the SOW to oversee their concurrent implementation, and to resolve potential problems which may occur during contract performance. Provide charts and detailed discussion of the chain-of-command within the corporate structure with respect to the responsibility for the identification and

resolution of potential problems during contract performance. Describe the levels of authority delegated to the team manager and other members of the management team. Discuss commitment of corporate management to any subcontractors to the project and to problem identification and resolution. Demonstrate your ability to maintain a high degree of responsiveness to the periodic, unpredictable nature of activities associated with the SOW. Provide information describing quick turn-around responsiveness procedures to critical task orders. Describe your management start-up plan for staffing and mobilizing in order to begin working on day one of contract performance. Provide a time-phased chart detailing all activities during project mobilization. Discuss and identify what type of office space will be available for the off-site functions at the time performance under the contract will begin (02/01/2001). Delineate the number of in-house personnel and sub-contractor personnel, the number of new hires by position, and the number of relocations in the mobilization plan. Describe the proposed approach for the following: 1) Training - identify the types of training and appropriate schedules to be provided for in-house staff and subcontractor personnel; and 2) Health and Safety - delineate the corporate health and safety program for protecting employees working on this contract. Demonstrate the adequacy of your Management Information System to effectively manage the technical and financial aspects of a project of the magnitude and complexity envisioned by this RFP. Include a discussion of the accounting system for the project and methods employed to identify and record costs on a site-specific and activity basis. Site-specific cost documentation must be readily retrievable and sufficiently identifiable to enable cross-referencing with payment vouchers for purposes of cost recovery litigation. The accounting system must generate reports and documentation which are consistent with each other. Describe procedures for making corrections of errors in reports.

5. Corporate Experience

Describe your corporate experience (including subcontractors and affiliates) in providing services that are the same or similar to the tasks of the SOW. Demonstrate (including prime contractor, team subcontractors and consultants) experience in managing contracts that are similar to the scope, dollar amount and complexity of this requirement. Demonstrate experience in resolving problems similar in nature to those expected under this contract.

6. Quality Assurance

Quality Assurance/Quality Control (QA/QC) is an essential element of this program. As a part of the proposal, a Quality Management Plan shall be submitted which details how the offeror shall accomplish the QA requirements of the SOW. This Quality Management Plan shall be consistent with the requirements referenced in Attachment 2, Reports of Work, and must address the following: 1) The offeror's ability to implement a QA program which is consistent with the Agency's QA specifications and 2) an organizational chart showing the QA implementation within the organization.

II. ORAL PRESENTATIONS

A. General

Offerors shall demonstrate and present their technical approach to performing the work specified by sample scenarios or answering the questions and solving the problems presented, as applicable. In addition to the oral presentation on the sample scenarios, the offerors will be asked a series of questions (pop quiz) related to the scenarios or other areas of the SOW in order to demonstrate their understanding of the SOW and technical expertise relevant to the SOW. (All offerors will be asked the same questions.) The purpose of the oral presentations is to obtain information to assess the offerors' understanding of the requirements of the SOW, their knowledge and expertise in performing the tasks identified in the SOW, and their proposed key personnel's expertise and knowledge. Only the key personnel specifically identified in the written proposal will be allowed to present the oral presentations.

Offerors shall use the oral presentations to demonstrate their understanding, approach, and allocation of resources to allow evaluation of their capability to perform the services required by the SOW. Each offeror shall describe how it plans to meet the contract requirements and demonstrate that it can successfully accomplish the SOW.

Following each of the ninety and sixty minute presentations described below, the Government may request clarification of any points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306 (a) (2). The Government anticipates making an award without discussions. If the Government determines that discussions and revisions to the offerors proposal are necessary, the offeror will only be allowed to make revisions on the written and/or cost portions of their proposal. The offeror will not be allowed to revise any information provided during the oral presentation nor will the offeror be permitted to revise any of the answers given by the offeror's team during the question and answer session. In addition, if discussions are determined to be in the best interest of the Government, the Government may request last proposal revisions to be submitted in writing. A common cut-off date, at the conclusion of discussions, will be established by the Contracting Officer for the submissions of final proposal revisions, if discussions are conducted.

NO COST OR PRICING information shall be included in the oral presentation.

B. Schedule for Presentations

Presentations will be scheduled with offerors, who submit offers complying with the requirements of this solicitation, as soon as possible after the closing date for receipt of proposals, within approximately two weeks of the closing date. The offers to be considered are those that include all items requested throughout this solicitation, including those items regarding the written proposal of these Technical Proposal Instructions.

The order in which offerors will make their presentations to the Government will be determined by a drawing of lots by the Contracting Officer after receipt of written proposals. All eligible offerors will receive notification by facsimile and/or telephone of their scheduled presentation date and time. The presentations will be scheduled as closely together as possible. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained absent compelling reasons and no rescheduling of presentations will be allowed unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

C. Place for Presentations

All presentations will be held at EPA's facility at 980 College Station Road, Athens, Georgia or location nearby as determined by the Government.

D. Videotaping

Presentations will be videotaped by the Government. Offerors will be provided a copy of the videotaped presentations, if requested. Submission of videotapes or other forms of media containing the presentation are not authorized and such technical proposals shall be rejected.

B. E. Presentation Format

Presentations shall be made by the proposed Program Manager and up to four other members of the proposed Key Personnel staff as determined by the offeror. Offerors will make their presentations to the EPA selection officials. The presentations must be complete, concise and clear.

- C. Offerors shall demonstrate their technical knowledge and understanding of the SOW by through their approach to the sample scenarios and answers to the "Pop Quiz" questions. Presentations shall address, as applicable:
- a. Major issues identified in the scenario;
 - b. Estimated time frames/schedules to complete the major milestones or activities;
 - c. Decision points and responsible parties making the decision, contractor actions, EPA actions, and actions by other parties;
 - d. Potential problems to project completion and proposed solutions; and
 - e. Detailed responses to specific questions presented in each sample scenario.

Offerors will be given a total of ninety (90) minutes, forty-five (45) minutes maximum for any one sample scenario to make their presentations. A five (5) minute break will be given in between each presentation. During each presentation, offerors will address their technical approach to the sample scenarios, discussing the issues, processes, schedules, roles and responsibilities, potential problems and associated solutions for the scenario. No exceptions to this time frame will be allowed, and presentations shall not exceed the allotted time.

Offerors shall be limited to no more than 20 briefing charts for the entire 90 minute presentation. The briefing charts shall consist of black on clear transparencies (without borders or background design, logos, or figures) for use on an overhead projector. EPA will provide the overhead projector. Briefing charts should highlight information in the briefing, not provide a narrative of the briefing content. Offerors shall also submit a summary of each sample scenario presentation (maximum 3 pages per scenario) with their written proposal. Offerors are responsible for providing a person to flip the view graph charts, if it will not be done by the presenter. The presenters may use name plates to identify themselves if desired, and the name plates will not count against the 20 chart limit. Offerors will also be allowed to write on a flip chart during both the 90 minute and 60 minute (described below) oral presentations to illustrate their points. EPA will provide the flip chart, flip chart paper, and black pen marker. Flip chart pages and charts used during the oral presentation are not subject to the written proposal page limitation.

Sample Scenario 1- Technical/Management Approach Scenario:

ESAT is requested to conduct a site investigation at a metals working facility that operated from 1960 to 1985 at a site in central Florida. EPA expects to find the typical contaminants from these operations such as arsenic, lead, zinc, etc. The facility also used chlorinated solvents for cleaning and preparation of the metal for painting. The operation was not conducted in a careful manner and spillage occurred during the activities. EPA needs sufficient data to know the nature and the extent of shallow water and soil contamination at the two-acre site over the Hawthorne formation. EPA is also interested to discover if this site can meet natural attenuation treatment. Describe how your firm would proceed with the assignment to determine the nature and extent of contamination at the site (define the plume). This should be accomplished and incorporated into whatever sampling and analysis plans you deem necessary to accomplish the task. The proposal should include activities starting at the sampling strategy formulation, field activities, field and or/laboratory analyses, quality assurance and data validation/presentation. The work would be requested during the peak sampling period. The impact to ESAT's fixed based laboratory support must be kept to a minimum since the ESAT staff will be needed to support other projects during and after the study.

1. Describe the Work Plan Rationale. What sampling approach would be recommended, the labor

mix and numbers, and expected hours to accomplish the field, and the laboratory portions of the Task Order?

2. What analyses and methods would you utilize? Provide detection limits for each method and matrix. Include any special tests and/or requirements for instruments that may be utilized to accomplish the task.

3. What quality assurance/quality control procedures would you implement for this project and confirmation of analytical data? Identify and describe the required QC procedures including the definition, concentration, frequency, acceptance limits, and corrective actions. (This should also be submitted in tabular format in the scenario summary).

4. How would the data be presented to the EPA Project Officer?

Sample Scenario 2- Quality Assurance/Management - Data Integrity:

An EPA Task Order Project Officer (TOPO) upon reviewing an ESAT completed organic's data package from a high profile investigation requested by a Senator observed several manual integrations that were inconsistent. The TOPO reports to the ESAT Program Manager there appears to be "date and time stamping", "peak juicing" and "peak shaving" inconsistencies. Discuss the implications of these inconsistencies. What controls would your firm institute if this was a correct finding?

Sample Scenario 3-Technical/QA/Management Scenario:

EPA has received a request for an investigation at a site known to have processed sulfuric acid from pyritic materials for several decades. Non-validated data for copper, mercury, lead, arsenic, cerium, DDT and Chlordane have been reported previously for soil/sediment samples confined at the two pyritic ore processing locations on the site. Historical data show that some soil/sediment samples contain high moisture content, as great as 80%. Leachates from the pyritic "gob" piles are known to have entered a mountain stream running adjacent to the site via a tributary that drains the five square miles of the site area. There are monitoring wells on the site and on the north side up gradient from the site are two control wells (community drinking water). Several other private wells are located adjacent to the site. A hydroelectric dam located about 4 miles downstream of the site provided power to the facility. Records show the facility owned and operated substations on the property to run hydraulics, motors for processing the ore and pumping water out of the mine shafts. Space (3,000 square feet) had been rented to a company that manufactured precision mirrors for two years. The same space had been used previously by an agricultural cooperative service for five years.

EPA needs information to determine if the site can be listed on the NPL and/or if water quality standards and total maximum daily loadings (TMDL) have been compromised.

1. What sampling approach would be recommended, the labor mix and numbers, and expected hours to accomplish the field, and the laboratory portions of the Task Order?

2. What physical, chemical or biological methods will be used either on-site or in the fix-based laboratory? Provide the rationale for the tests chosen and method detection and reporting limits.

3. How will the analysts eliminate or address any potential interferences.

4. How will eco-risk for human health be evaluated?

Sample Scenario 4- Technical/QA/QC Support Scenario:

The following raw data were obtained from the study in Sample Scenario 3. A CLP laboratory analyzed the metals data by ICP. There was a blank contamination of 0.1 mg/L reported for manganese. ESAT used ion chromatography methodology to determine the anions. Holding times were missed by only one day due to a computer/instrument problem for the On-Site Well sample location for the anions. What recommendations or actions would your firm make regarding reporting these data after data validation?

Parameter	On-Site Well	Up Gradient Well	Down Stream of the Site	Up Stream of the Site
pH s.u.	3.5	7.0	6.25	7.2
Conductance Fmhos/cm	1933	32	110	23
Calcium mg/L	349	2.93	8.0	1.0
Magnesium mg/L	27	0.64	2.1	0.4
Aluminum mg/L	1.0	0.135	0.3	0.1
Sodium mg/L	10	1.64	6.5	1.3
Potassium mg/L	18	0.75	0.8	0.4
Iron mg/L	7.4	0.1154	1.1	0.1
Manganese mg/L	1.8	<0.104	0.4	<0.2
Zinc mg/L	0.5	0.032	0.3	<0.03
Nitrate Nitrogen mg/L	0.3	11.15	0.2	0.3
Sulfate mg/L	1099	3.25	33	1.2
Chloride mg/l	5	4.34	5	3
Total Dissolved Solids mg/L	630	28.01	60	20

F. "Pop Quiz" Questions

Following the 90 minute presentation on the sample scenarios and any request for clarifications from the Government, offerors will be allowed a 15 minute break. Following the break, offerors will be given written questions related to other areas of the SOW to answer orally. Offerors will be given sixty (60) minutes to prepare their responses and sixty (60) minutes to present them. All offerors will receive the same questions.

Responses to the questions must be oral, but the team will have access to the Government supplied flip chart during preparation and may use the flip chart (again, black on white background) during the presentation as a visual aid. Offerors are welcome to bring written reference materials to the oral presentation to assist in preparing responses. Use of computers or telephones in preparing for the response to questions will not be permitted.

ATTACHMENT 12

COST PROPOSAL INSTRUCTIONS

COST PROPOSAL INSTRUCTIONS

The period of performance for this contract is five (5) years from the date of award.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere. In addition to a hard copy of the information, to expedite review of the proposal, offerors are requested to submit a computer disk containing the cost schedules requested below, if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculation of the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

The Government anticipates making award on initial offers, without discussions. Therefore, the cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost proposal, or the correction of minor omissions or errors that do not alter the offer. Consequently, failure to provide sufficient cost details, supporting documentation and the required schedules may result in the rejection of the offer if the Government awards on initial proposals.

If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments in accordance with FAR 15.404-1 (d)(2)(ii) to the proposed costs to determine cost realism.

The proposal submitted by the successful offeror will be used to establish the maximum amount of the contract, the maximum will be equal to the proposal amount. The minimum amount will be equal to \$250,000 per contract ordering period.

I. GENERAL

The Offeror shall submit a signed Proposal Cover Sheet and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet (Table A) and the information on the schedules shall support it.

Provide detailed information other than cost or price data on spreadsheets (cost schedules) as follows:

[**Please Note:** Included with these instructions as Table A and Schedules 1 and 2 is a cost proposal model that may be used; however, offerors should tailor the model to their own standard accounting practices.]

1. Total Contract Summary: Years 1 through 5

2. Worksheets for each individual year.

[All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.]

Accounting System Approval

The Government does not anticipate requesting accounting system reviews before contract award. Offerors may be ineligible to receive task orders until their accounting system has been approved by the Defense Contract Audit Agency or other cognizant audit agency.

As the Government intends to make award without discussions, an Offeror must indicate, in its initial proposal, how it will accommodate the inclusion of a subcontractor who does not have an approved accounting system, without involvement of the Government.

Financial Information

Submit financial statements, including a balance sheet, a statement of profit and loss and cash flow, for the last three (3) completed fiscal years and current year-to-date. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

II. Labor

A. Provide the proposed hourly labor rates for all labor categories utilized in the proposal. Clearly indicate any algorithm or calculations used to compute the proposed direct labor rates and show how the proposed rates compare to current employees' or category average rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data or anticipated new-hires, etc.

Provide the current labor rates from payroll records and, also those labor rates escalated to the cost proposal performance period (2/01/01 - 1/31/06).

B. For the purpose of evaluation, offerors are required to propose the following hours:

TOTAL Maximum Hours:

The hours identified above do not include management at a level higher than the ESAT Team Leader or clerical/support staff. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable labor hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed. Additionally, the hours above are considered workable hours and do not include release time such as holidays and vacation.

The following information is provided to assist offerors in the preparation of cost proposals:

(NOTE: The following information is provided for information purposes only - actual work can be ordered from any task area included in the statement of work and its distribution may vary considerably from what is depicted here.)

Historically ESAT work within Region 4 has been distributed as follows:

Contract SOW Task Areas	Sub Work Areas	% Work
I. Analytical Support		73
	Sample Analysis- Fixed Lab (Organic)	12
	Sample Analysis- Fixed Lab (Inorganic)	6
	Field Analytical Support - Mobile and In-Situ	6
	Field Sampling & Equipment Preparation	17
	Biological Laboratory Activities - (Sample Collection & Identification)	19
	Biological Field/Toxicity Testing	5
	Field Air Sampling (PM 2.5 - Field 1/3 & Laboratory 2/3)	10
II. Data Validation		9
	Organic Data	6.3
	Inorganic Data	3.2
	Dioxin/Dibenzofuran Data	0.5
III. Logistical & Administrative Support		12
	RSCC Support	0.5
	Database Support	8.3
	Document Management Support	3.2
IV. QA/QC Support		4
	Ecological Document Preparation/ Review	3.6
	QA/Analytical Document Preparation/Review	0.4
V. Other Task-Related Activities		4

Offerors can assume an equal distribution of hours annually. The actual distribution of hours utilized during contract performance may vary significantly from that which is depicted above.

Additional Historical Workload Information:

Annually approximately 60 field investigations, including such tasks as site surveying, sample collecting, geoprobe, operating standard drilling equipment, field decontamination of sampling equipment, maintain field equipment and inventory of supplies are conducted.

Approximately 20,000 pieces of field investigative equipment are decontaminated/cleaned per year.

Approximately 31 sites (11,000 samples) are requested for FORMS sampling support.

Annually approximately 7000 samples are validated (organic cases 136, inorganic 123, dioxin 18) and 11,000 sample results are entered into R4LIMS database. Data audits are performed on all cases and annually 225 PE shipments are processed.

Approximately 60 technical reviews related to ecological risk assessment are conducted.

III. Escalation

Indicate whether current rates or escalated rates are used. If escalation is included, state the actual, historical for the past three (3) years and method of calculation. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.

IV. Bid and Proposal Costs

Bid and proposal costs should be proposed consistent with established accounting practices.

V. Program Management Costs

Program management costs should be proposed consistent with established accounting practices.

VI. Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases.

Include all rates which the offeror maintains in its accounting records which may be used during performance of this contract.

Identify indirect rates which a Government audit agency has approved for forward pricing, and provide a copy of Rate Agreements. If not approved, state the basis of the proposed rate (e.g., previous year's actual, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates which are utilized to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) or other cognizant Government audit office, in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707 (b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

[Note: The Government reserves the right to adjust an offeror's or its subcontractor's

estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.]

The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if their rates have been recently accepted by a Government agency.

VII. Other Direct Costs (ODC) and Travel

A. For evaluation purposes, offerors are required to propose the following other direct cost amounts for the base period and option period of the contract. Offerors shall also identify and propose any additional ODC amounts necessary to reflect costs not captured here that will be a direct charge to the contract in accordance with its approved accounting system.

	<u>*TRAVEL</u>	<u>FASP EQUIP/ MAINTENANCE</u>	<u>**ODC</u>	<u>TOTAL</u>
Year 1	\$115,929	\$ 95,000	\$_77,200	\$288,129
Year 2	\$120,847	\$ 60,000	\$_75,596	\$256,443
Year 3	\$125,822	\$ 15,000	\$_78,004	\$218,826
Year 4	\$130,857	\$ 85,000	\$_79,424	\$295,281
<u>Year 5</u>	\$135,953	\$ 15,000	\$_79,857	\$230,810
Total	\$629,408	\$270,000	\$390,081	\$1,289,489

* The Travel specified above is intended for use in task orders associated with the work contained in the Statement of Work.

** ODC's specified include estimated amounts for EPA required training and field activities (excluding travel which is included in the travel estimate). Offerors should identify and estimate amounts for any additional ODC's which are anticipated to support the proposed effort. Offerors are required to include a rationale for any additional ODCs proposed.

B. Identify the major other direct cost items (i.e. travel, office costs, equipment/computer cost, relocation, employee recruitment cost, health & safety cost, etc.) that are direct charge under your approved accounting system.

C. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.

VIII. Divisions, Subsidiaries, Parent or Affiliated Companies

If other divisions, subsidiaries, a parent or affiliated company will perform work or furnish materials under the proposed contract, please provide the name and location of such affiliates and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.

IX. Consultant Services

Identify any contemplated consultants. State the amount of service, in direct labor hours, estimated to be required and the consultant's quoted daily or hourly rate.

X. Subcontracts

The Offeror shall submit, with this proposal, details of subcontract costs and financial data in the same format as the Prime contractor's cost and financial data for subcontracts that are the lower of either--

1. More than \$500,000; or
2. More than 10% of the prime contractor's proposed price.

The Offeror shall conduct appropriate cost or price analysis to establish the reasonableness of the proposed subcontract prices. The results of these analyses should be included in the cost proposal.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type (i.e. fixed price, time & materials, labor hour, cost-reimbursement, etc.) is anticipated must be included.

The Government reserves the right to request additional cost and price data to be submitted by the prime contractor at lower dollar thresholds than that stated above.